

**California Cultural and Historical Endowment
(CCHE)
Round Three Grant Application and Criteria
for Project Grants**

Deadline Date: March 1, 2007

For more information, please contact:

CCHE
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Sacramento, CA 95814
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Website: <http://www.library.ca.gov/CCHE>

I. Introduction

Thank you for your interest in the California Cultural and Historical Endowment (CCHE).

The Round Three Grant Application Cycle will mark CCHE's last scheduled round of funding worth \$43 million. We plan to continue soliciting grant applications for both Planning and Project grants in this cycle, and request that you visit our website, www.library.ca.gov/cche, to download a copy of the specific grant application you are interested in pursuing.

CCHE has worked vigorously to improve and clarify its grant program through each cycle of funding to better suit the needs of the community it serves. Various sections of this grant application are revised so that applicants can share their important data to CCHE for funding consideration.

Throughout the grant application process, CCHE will continue to update its Frequently Asked Questions (FAQ) section of the website to hopefully answer all of the inquiries you may have. You may also wish to attend one of the Informational Meetings sponsored in your region. The dates and locations of these meetings will also be posted on our website.

We look forward to receiving your application and appreciate your support of CCHE.

II. Authorizing Legislation and Proposition 40

The California Cultural and Historical Endowment (CCHE), also known as AB716, was created by legislation in 2002. The late Assembly member Marco Firebaugh authored AB 716, and it is codified as Education Code, Section 20070 et seq. This legislation creates a new state agency that would fund projects through a competitive grant process to tell the stories of California as a unified society and of the many groups of people that together comprise historic and modern California.¹

The authorizing legislation lists broad and unique ways in which to recognize and appreciate California's culture and history, as it is believed that an understanding of the past is strengthened and deepened through contact with buildings, physical places and artifacts of earlier times. Through learning this past, our younger and future generations come to better understand the society in which they live and to better understand themselves.

The California Cultural and Historical Endowment (CCHE) is currently working with a funding source of voter-approved bonds from the California Clean Water, Clean Air, Safe Neighborhood Parks, and Coastal Protection Act of 2002, more commonly known as Proposition 40, to carry out the mandate of AB716.² Since these funds are general obligation bond monies, it limits the type of projects we can presently support.

During this last scheduled round of funding, \$43 million will be available to eligible applicants for capital assets projects and planning grants that illustrate the diverse and outstanding stories of California.

The following pages provide further, detailed information as to what applicants will need to provide for a consideration of funding.

¹. If you are interested in reading AB716 in its entirety, you can download the legislation from our website at www.library.ca.gov/ccche.

². If you are interested in reading about Proposition 40 in its entirety, you can read the text at our website at <http://www.library.ca.gov/ccche>.

| |
|---|
| III. Important Dates for the Round Three Cycle of the CCHE Grant Application Program |
|---|

Date

Activity

October 26, 2006

CCHE Board meets to review and comment on the Round Three Grant Application and sets dates for final approval and distribution of the grant application.

November 1, 2006

CCHE Grant application is available to the public.

December 2006-
January 2007

Informational Meetings are held around the State.

Please see CCHE website for specific dates, locations and times.

December 2006-
February 2007

Frequently Asked Questions (FAQ) will be updated on the CCHE Website on a regular basis to answer inquiries about the grant application.

March 1, 2007

**DEADLINE DATE TO SUBMIT
CCHE GRANT APPLICATION**

April 2007

CCHE Board informed of the status of the application process

DateActivity

April-June 2007

Review of grant applications

June 2007

Staff recommendations forwarded
to CCHE Board

Grant applicants notified of application scores
and ranking

August 2007

CCHE Board meets to review
grant applications for further
consideration and make a reservation of funding

September 2007

CCHE Board Meets to begin approving
funding for projects

Initiation of Grant Agreements

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IV. General Administrative Information

A. CCHE Grant Application Deadline Date

1. The deadline for this grant application is **MARCH 1, 2007**.
 2. Grant Applications **MUST** be postmarked by this date.
 3. Late applications will not be accepted. In addition, you will not be allowed to substitute, replace or add to any substantive areas of your application form once it is submitted.
-

B. How and Where to Submit your CCHE Grant Application

1. The **ONLY** methods of delivery accepted by CCHE are:
 - The U.S. Postal Service mail clearly postmarked on or before March 1, 2007,
or
 - Commercial express delivery services such as FedEx, UPS or DHL with a date indicating it was sent to CCHE on or before March 1, 2007.

Applicants are responsible for determining the most appropriate method of delivery.

2. Faxed, hand-delivered, emailed or applications submitted by a method that does not comply with the accepted methods of delivery stated above **WILL NOT BE ACCEPTED**.
3. ALL CCHE Grant Applications **MUST** be postmarked or delivered by commercial express delivery service to the CCHE office by March 1, 2007. The address is:

| |
|---|
| CCHE 900 N Street, #380 Sacramento, CA 95814 Tel: (916) 651-8223 |
|---|

C. What Information Needs be Submitted to CCHE (Format and Content)

1. Use the information contained in this application package. Please make sure that you are applying under the correct Division. Do NOT alter, revise or replicate the application. You can download this grant application from our website at <http://www.library.ca.gov/cche>.
 2. Please use a computer or typewriter to complete the CCHE Grant Application. Handwritten applications will NOT be considered and the information submitted in that format will not be reviewed.
 3. Use at least a 12-point font size. Any clearly readable font, such as Arial or Times New Roman, is acceptable.
 4. Submit only the information requested in this grant application. Information not requested will be removed and will be discarded.
 5. The applicant, not CCHE, is responsible for making sure that these steps are followed.
 6. It is important to read the entire grant application, all of the appendices and the Frequently Asked Questions (FAQ) before you begin writing.
-

D. Divisions of Funding

There will be four (4) Divisions of Funding available.

| |
|---|
| Divisions One, Two and Three are available for nonprofit public benefit corporations with the following annual operating budget: |
|---|

| | |
|----------------|---|
| Division One | Annual Operating Budget under \$500,000. |
| Division Two | Annual Operating Budget between \$500,000-\$2 million. |
| Division Three | Annual Operating Budget over \$2 million. |
| Division Four | Public Agencies and Indian Tribes (All federal, state, local, joint powers agencies can apply) |

E. Level of Grants Available for Project Grant Applicants in All Divisions

| | |
|-----------------------------------|--------------|
| Minimum Amount for all Divisions: | \$25,000. |
| Maximum Amount for all Divisions: | \$3,000,000. |

V. CCHE Checklist

Submit the following information in the order that appears on this Checklist:

| <u>Subject</u> | <u>Initials</u> |
|---|------------------------|
| (All Applicants) | |
| 1. 15 sets of the CCHE Grant Application Form. This includes: Section One (Parts A-G) Section Two (Parts A-G) Section Three (Parts A-D) Section Four (Parts A-E) | _____ |
| 2. Copy of this Checklist with your initials next to each relevant section. | _____ |
| 3. Still visual images (i.e., photos) of your Project or a visual description of your Project. You cannot exceed 2-8.5" x 11" one-sided pages of documentation. | |
| <p>You may include written captions underneath the visual images to describe the images, but you cannot use this space to continue your written summary about your Project. Further, no other type of visual images will be accepted such as CD-ROMs or videos.</p> | |
| 4. Resolution from your governing body. | |
| <p>(You are able to submit a draft of the resolution indicating when the governing body is scheduled to approve it. Signed copies must be received by May 15, 2007 for the grant application to be considered. A sample is included in Appendix Three of this Grant Application.)</p> | |
| 5. CEQA documentation, if applicable. Include all documentation relevant to the proposed project you wish to pursue utilizing CCHE funds. For projects where an EIR is certified, please make sure that the Final EIR and findings are enclosed. (Pursuant to Section One, Part E) | _____ |
| 6. Certification Signed by the Appropriate Representative | _____ |
| 7. Applicants Submitting Multiple Applications must provide a letter signed by the Manager/Director of the entity indicating the order of priority of the applications submitted. | _____ |
| 8. Relevant portions of Needs Assessment (pursuant to Section Three, Part A) | _____ |

(Nonprofit Public Benefit Corporations only)

- | | |
|---|-------|
| 9. One Copy of your current By-Laws | _____ |
| 10. One Copy of your current Articles of Incorporation | _____ |
| 11. Letter of Determination from the Internal Revenue Service verifying your status as a tax-exempt nonprofit public benefit corporation | _____ |
| 12. 2 most recent copies of your Form 990's.* | _____ |
| 13. One Copy of your audited financial statements for the past three years OR copies of your year end financials for the past three years signed by the Treasurer of your organization. | _____ |
| 14. If you are a newly established nonprofit public benefit corporation, you will need to submit verification of your financial status for the past three years. | _____ |
| 15. 3 Year Pro Forma Operating Budget Projections (Pursuant to Section Four, Part E) | _____ |
-

(Indian Tribes Only)

- | | |
|--|-------|
| 16. Please provide a copy of the governance procedure of your tribal organization, (i.e., a copy of your Constitution or governance laws.) | _____ |
| 17. Indian Tribes will also be asked to sign an express waiver of sovereign immunity for purposes of the CCHE grant if they are selected for a reservation of funds. | _____ |
-

(Public Agencies Only)

(Local Public Agencies only)

- | | |
|---|-------|
| 18. A copy of your most recent Single Audit report pursuant to Title 31 USC, Sections 7501-7507. | _____ |
| 19. Applicants who are not subject to the Single Audit Act shall submit a copy of your most recent jurisdictional audit report. | _____ |
-

(State, Federal, Joint Powers Agencies)

- | | |
|--|-------|
| 20. A copy of the annual appropriation to the Agency/Department administering the Project. | _____ |
|--|-------|
-

*If you are not required to file Form 990, documentation indicating why it is not filed is required. In addition, if your organization files another tax document in lieu of Form 990, please submit your two most recent copies.

| |
|--------------------------|
| VI. Certification |
|--------------------------|

I certify the following:

1. That the information contained in this Grant Application has been carefully reviewed for its content and accuracy and I believe it to be true and correct to the best of my ability.
2. That I understand that I waive all rights to privacy and confidentiality of the material submitted and subsequent material requested regarding this Grant Application.
3. That I understand that I may be asked to provide further information at the time of grant review and CCHE staff may ask additional questions regarding the information submitted.
4. That if any part of this information is incorrect, inaccurate or there has been a change of information about any part of the material submitted, that it be made known to CCHE as soon as possible.

Signature: _____

Print Name: _____

Title: _____

Organization: _____

Date: _____

Project Grants

VII. Grant Application Form

Deadline: 3/01/07

Section One – ADMINISTRATIVE INFORMATION (Parts A - G)

Section One, Part A – General Information

Applicant Name: _____

Project Name: _____

Address: _____

Street

City

County

State

Zip Code

Telephone: _____

Fax: _____

Email Address: _____

Website: _____

Employer Identification Number
(EIN), if applicable: _____

Name and Title of Project

Contact Person

Name

Title

Address: _____

Street

City

County

State

Zip Code

Telephone: _____

Fax: _____

Email Address: _____

The specific address of the proposed Project is: (Please indicate exact street address, city, county and zip code)

Street _____

City _____

County _____

Zip Code _____

(Please indicate district number):

State Assembly District: _____

State Senate District: _____

Congressional District: _____

Project Site Location Latitude and
Longitude (Please use decimal system): _____

Section One, Part B – CCHE Funds

Division you are applying for: _____

| | |
|--|----------|
| Requested Amount from CCHE | \$ _____ |
| (Components of Matching Fund Contributions) | |
| i. Funds already raised or committed for this Project: | \$ _____ |
| ii. Additional funds to be raised for this Project.: | \$ _____ |
| iii. In-Kind donations for this Project: | \$ _____ |

Note: i-iii should equal or exceed amount requested from CCHE. However, if you are requesting a reduction of a match, please indicate the amount your Project will commit to this Project in the space provided above.

Requested CCHE funds will be used for:

(Indicate whether CCHE funds will be used to complete the entire Project or only a part of the entire Project, and how the CCHE funded portion will complete or add to the entire Project. There are no line limitations.)

Result of the completed CCHE Project will be:

(There are no line limitations.)

Section One, Part C – Timeline

Proposed start date of Project involving CCHE funds:

Proposed end date of Project involving CCHE funds:

Applicants will have one (1) year from the date their Project receives a reservation of funding to resolve all issues related to their Project. See “Release of CCHE funds Requirement” in Appendix One under CCHE Requirements.

Section One, Part D – Property Arrangement

Do you own the property where the proposed capital assets project will take place?

Yes: ☐ No: ☐

If you do not own the property in fee simple, who owns the property and what type of property arrangement do you have with the property owner?

Name of Property Owner: _____

Type of Arrangement (MOU/Lease/Easement):
(There are no line limitations.)

| |
|--|
| |
|--|

Note: For most projects, CCHE requires that the applicant have exclusive control of the premises for 20 years. See “Long Term Control” in Appendix One under CCHE Requirements.

Section One, Part E – CEQA

All projects that are to be considered for an approval of funding must be in compliance with the California Environmental Quality Act (CEQA).

CEQA compliance is very fact-specific, and will be different for each type of Project. If your Project has already received a discretionary approval subject to CEQA from another public agency, and the appropriate CEQA documentation has been approved and filed for this Project, please include a copy of the CEQA document with this application. This includes a public agency's Notion of Determination or Notice of Exemption for a Project.

Please note: If the Project approval has been challenged in court on CEQA grounds, and the court proceeding is still pending, it is not considered a final CEQA document for this application. Also, for more information on CEQA terms and definitions, please refer to "CEQA Compliance" in Appendix One under CCHE Requirements and the FAQ on "Lead Agency", "Responsible Agency" and "Discretionary Approval".

Are you enclosing a copy of your CEQA documentation with this application?

Yes: ☐ No: ☐

If yes, what are you enclosing? Also, please indicate the approval date (Please specify the name of the document): _____

Name of Public Agency Approval: _____

Section One, Part F – Historic Resource

Does your proposed Project involve real property that is listed or eligible as a historic resource / historic landmark / historic area-neighborhood/historic significance?

Yes: ☐ No: ☐

If so, describe the status of your property:
(There are no line limitations.)

| |
|--|
| |
|--|

Section One, Part G-Multiple Applications

Will you be submitting multiple applications?

Yes: ☐ No: ☐

Please note: If you are submitting more than one grant application, you must adhere to the information under “Multiple Applications” in Appendix One under CCHE Requirements.

Section Two –PROJECT THREAD (Parts A – G)

Section Two, Part A – Mission, Goals and Objective of Organization

Briefly provide the mission, goals and objectives of your organization.
(Your response is limited to 15 lines for all three-subject areas.)

NOTE: Indian Tribes are not required to complete Part A

Mission:

Goals:

Objectives:

Section Two, Part B – Significance of Thread

Please use the space below to briefly describe the thread you wish to pursue using CCHE funds. (Your response is limited to 10 lines.)

Section Two, Part C: Current Programs Illustrating Thread

Please use the space below to briefly describe the regular programs/activities/exhibits you currently sponsor to promote the thread you wish to pursue using CCHE funds. (Your response is limited to 20 lines.)

Section Two, Part D: Promotion of Thread Upon Completion of Project

Please use the space below to describe how the thread of your Project will be further promoted upon completion of the project utilizing CCHE funds. (Your response is limited to 20 lines.)

Section Two, Part E: Overall Contribution to California Culture and History

Please use the space below to describe how your Project thread will provide an overall contribution to California culture and history. (Your response is limited to 20 lines.)

Section Two, Part F: Audience

Please describe your current audience and, how, if any, it will change upon completion of the CCHE project. (Your response is limited to 15 lines.)

Section Two, Part G: Public Access

Please describe the way in which your audience has access to your facility and how, at all, this will change upon completion of the CCHE project. (Your response is limited to 15 lines.)

Section Three-CAPITAL ASSETS PROJECT INFORMATION (Parts A – D)

Section Three, Part A: Needs Assessment

Why is your capital assets project necessary and what is the scope and nature of the capital improvements involved? (Your response is limited to 30 lines.)

NOTE: You may use this space to summarize a copy of your needs assessment, planning documents that were relied upon to make the decision to embark on your capital assets project, or include a copy or relevant portions of it with your application.

Section Three, Part B: Information Regarding the Facility and Staff Operating Facility

- i. *Date Organization was established:
(When you received your EIN from
the Internal Revenue Service) _____
- ii. If a facility current exists, what is the
square footage? _____
- iii. If a new facility is proposed, what is the
square footage? _____
- iv. If you are planning to acquire property,
what is the square footage? _____
- v. If you are planning to create permanent
exhibits, what is the square footage? _____
- vi. If the current facility is to be remodeled
or expanded, what is the square
footage of the remodeled area? _____
- vii. *Date that your organization occupied
the current square footage of the
facility: _____
- viii. What is the proposed square foot
increase as a result of this Project? _____
- ix. What is the current FTE staff assigned
to manage and operate the Project? _____
- x. After completion of the Project, will the
staff of the program change? If yes,
indicate the number and types of PTE
and FTE staff and what new feature or
improved feature of the program is
being addressed. _____

***NOTE: Division Four Applicants do not need to complete “i” and “vii”.**

Use the space provided below to elaborate on any information above.
(Your response is limited to 10 lines.)

Section Three, Part C: Technical Team Members

Please list the core team members of your capital assets project, including but not limited to:
(There are no line limitations.)

| Title | Name/Firm/Location | Previous Experience in Managing Capital Assets Projects | Duties Regarding This Capital Assets Project |
|-----------------------|--------------------|---|--|
| Project Manager | | | |
| Architect | | | |
| General Contractor | | | |
| Engineer | | | |
| Other (Specify Title) | | | |
| | | | |

Section Three, Part D: Work Plan

Please use the chart below to provide the following: (There are no line limitations.)

| Task | Deliverables | Who will perform task | Cost | Source of funds to pay for Cost | Start Date | Completion Date |
|------|--------------|-----------------------|------|---------------------------------|------------|-----------------|
| | | | | | | |

NOTE: The estimates provided in the chart for your tasks should be based on quotes or bids obtained by a general contractor, cost estimator, or provided directly by a qualified vendor or sub-contractor.

Section Four-ORGANIZATIONAL CAPACITY (Parts A – E)

Section Four, Part A: Staff Leadership

List individuals of your staff who will be directly responsible for working on this Project.
(There are no line limitations.)

| Name | Title | Years with Organization | Previous Experience with Capital Assets Projects | Specific Role in this Project |
|------|-------|-------------------------|--|-------------------------------|
| | | | | |

Section Four, Part B: Organizational Governing Body**DIVISIONS ONE, TWO AND THREE ONLY**

List the individuals of your governing body (Board, Advisory Committee) who will be directly responsible for decision making on this Project. (There are no line limitations.)

| Name | Affiliation (Specify Position on Board/Advisory Committee) | Years with Organization | Previous Experience with Capital Assets Projects | Specific Role in this Project |
|------|--|----------------------------|--|----------------------------------|
| | | | | |

Section Four, Part B: Community Involvement**DIVISION FOUR ONLY**

List the individuals who are involved in your Project and their role in the decision-making process of your Project.

| Name | Title with Project or Profession | Years Participating in the Project | Previous Experience with Capital Assets Projects | Specific Role in this Project | Type of Decision-making authority provided to individual/entity |
|------|----------------------------------|------------------------------------|--|-------------------------------|---|
| | | | | | |

Section Four, Part C: Matching Funds

Please fill in the chart below to indicate how you will fulfill your 1:1 matching fund requirement:

(Cash / Pledges/In-Kind)

| Source of Funding | Amount | When Pledge was/will be received | Restrictions | % of Total Match |
|--|--------|----------------------------------|--------------|------------------|
| Cash (specify earned or contributed) | | | | |
| Pledges | | | | |
| | | | | |
| Loans | | | | |
| Line of Credit | | | | |
| List In-Kind Contributions Below* | | | | |
| Labor | | | | |
| Supplies and Materials | | | | |
| Equipment | | | | |
| Permanent Fixtures | | | | |
| Planning | | | | |
| Appraisal of lease | | | | |
| Appraisal of donated real property | | | | |

Total: \$_____

(total should be one half of the total cost of your capital assets Project)

*Please make sure that you have read the CCHE Board policies for in-kind contributions for matching funds in Appendix One under CCHE Requirements of this grant application and include all of the necessary information needed to determine if the type of in-kind contribution can fulfill the matching fund policy.

(Division One and Two Only):

Request for a Reduction of the Matching Fund Requirement

Division One applicants may request up to a 75% reduction of their matching fund requirement.

Division Two applicants may request up to 30% reduction of their matching fund requirement.

Request for a reduction in the 1:1 matching fund requirement?

Yes: ☐ No: ☐

If yes, please use the space below to describe the rationale of your request for a match reduction. (Your response is limited to 25 lines.)

Section Four, Part D: Financial Management and Capacity**DIVISIONS ONE, TWO AND THREE ONLY*****1. Financial Management**

Annual Operating Budget: \$ _____
Cost of Capital Assets Project: \$ _____
Date that you initiated fundraising for
Capital Assets Project: _____

Source of Funds for Capital Assets Project (specify in chart below):

a. Cash Contributions

| Type of Donor - indicate whether it is an 1. individual 2. government 3. foundation | Amount Received | Year Awarded or Pledged | Restricted to this Project only? (Indicate "YES" or "NO".) |
|--|-----------------|----------------------------|--|
| | \$ | | |

Funds to Date: \$

b. Cash Earned

| Earned Income (Specify the type of income, i.e., rental, store) | Amount Received | Year Received |
|---|-----------------|---------------|
| \$ | \$ | |

Funds to Date: \$ _____

Total Funds to Date:
(Combine two sources \$ _____
above)

c. Loans/Line of Credit

| Amount Borrowed | Terms of Loan (include interest rate, projected payments, and maturity) |
|-----------------|--|
| | |

2. Financial Capacity

Please list and explain the fundraising strategy including loan financing plans, if any, you have developed to achieve your goals. (There are no line limitations.)

| |
|--|
| |
|--|

NOTE: You may also submit relevant portions of your pre-existing plan with this application as part of the information you will be providing under Section Four, Part E.

* Public Agencies and Indian Tribes are not required to fill out this Part of this Section.

Section Four, Part E: Sustainability**DIVISIONS ONE, TWO AND THREE ONLY**

Please submit a pro forma operating budget projection for the organization for the three years following the completion of your Capital Assets Project. (There are no line limitations.)

| |
|--|
| |
|--|

In addition, please describe any permanent; i.e., endowment, or new income sources that you will use to maintain the operation of your Project. (There are no line limitations.)

| |
|--|
| |
|--|

Section Four, Part E: Sustainability**DIVISION FOUR ONLY**

List the past three years of financial history of the Agency/Department directly in charge of this Project specifying the annual operating budget and what percentage is directed toward capital assets projects per year.

| Year (Start with most recent) | Operating Budget for Agency/ Department | Percentage Allocated for Capital Assets Projects (include existing and new) |
|----------------------------------|---|---|
| | | |

VIII. Grant Review Process for Project Grants (All Divisions)

(Summary of Review Process)

Eligible Grant Submitted to CCHE



All Sections of the Grant Application Form are scored using criteria stated in the grant application



Grant Applications that have scored the minimum threshold percentage of 70% or above in Sections 2, 3 and 4 will be ranked within their Division



Grant Applications scoring within the top 25% of their Division and with the minimum threshold percentage of 70% or above will be forwarded to the CCHE Board for further consideration



Grant Applicants are notified of the results of the review process



The CCHE Board will meet to further consider applications that have ranked within the top 25% of their Division and with the minimum threshold percentage of 70% or above and make a reservation of funding for Project Grants. The Board may also approve Planning Grants.



CCHE Board delegates to the Executive Officer the authority to finalize grant agreements.



Board considers and makes final approval of project grants.

VIII. Grant Review Process for Project Grants

The Round Three Grant Application requires applicants to fill out a grant application form, which consists of four (4) Sections, and enclose a number of attachments, depending on the Division of the applicant.

The application form will be the primary source of information that individuals reviewing the application will use to base their narrative findings and numerical scores.

Each Section of the application form is assigned a specific amount of points for a cumulative total of 100 points. The points available for each Section are as follows:

| Section | Points Available |
|---------------|-------------------|
| Section One | 10 |
| Section Two | 30 |
| Section Three | 25 |
| Section Four | 35 |
| Total: | 100 points |

Upon receipt of a grant application, CCHE staff will record the entry into a central database, assign a grant number and send out a letter to all applicants acknowledging receipt of their application.

Section One- Administrative Review

CCHE staff will conduct Section One of the review process, and a general administrative review of the documents submitted. The staff will make sure that all of the information provided in the application form for Sections 1 through 4 is filled out and that the information has been submitted in the order that is listed on the Checklist.

If it is determined that an application is not considered an eligible applicant, that application will not proceed to the next step of the review process and the applicant will be informed accordingly.

Section Two-Project Thread

Section Two examines an applicant's mission, goals and objectives and reviews how these areas are carried out in current and future programs, particularly as it relates to the Project thread.

This Section also provides an opportunity for the applicant to share vital information regarding the quality and impact of their Project.

This section will be scored by CCHE staff with the assistance of experienced consultants who will be retained by CCHE for this specific purpose. However, the final analysis and numerical scores will be the responsibility of the CCHE staff.

Section Three-Capital Assets Project Information

Section Three examines the fundamental reasons for the grant application and provides information relating to the cost and timeline of the proposed Project. It also requires the applicant to identify the particular technical team who is/will be working on the Project to assure their desired results.

CCHE and California State Library (CSL) staff with knowledge and expertise managing and reviewing budget estimates for capital projects will evaluate Section Three.

Section Four-Capacity

Section Four reviews the financial and operational capacity of the applicant as it currently exists and examines the future financial and operational projections.

Section Four will be reviewed by consultants who have proven experience in analyzing the overall financial and management of budgets dealing with capital assets projects.

Upon Completion of Section 1 through 4 Review

After all of the written summaries and numerical points have been assigned for each Section, CCHE staff will log in the numerical scores and incorporate the written commentary into a central database.

Applications scoring the minimum threshold percentage of 70% or above for Sections 2, 3 and 4 AND which have ranked within the top 25% of their Division will be forwarded to the Board for further consideration.

The CCHE Board and applicants who scored the minimum threshold percentage of 70% or more for Sections 2, 3 and 4 and within the top 25% of their Division will be notified.

Notices and the results of the numerical scores for applications will also be sent to those applicants that did not score the minimum threshold percentage in Sections 2, 3 and 4 and who did not rank within the top 25% of their Division.

CCHE Board Consideration

CCHE Staff will send a follow-up notice to applicants whose applications met the minimum threshold percentage of 70% or above and have ranked within the top 25% of their Division indicating the date, time and place of the CCHE Board meeting where consideration of their grant application will be discussed. Only applications ranked within this range will be forwarded to the CCHE Board.

At this meeting, these applicants will have the opportunity to make a presentation of no more than 5 minutes in length. The representative making the presentation must be the Project Manager of the Project named in the grant application. Applicants may ask representatives of their community to be present during their presentation and they will be recognized at the meeting. Being selected to make a presentation, however, is not a guarantee of an approval of funding.

Applicants may also submit still visuals of their Project on a CD-rom in advance to the CCHE staff so that it can be displayed during their presentation. Applicants can also bring hard copies of information to be reviewed by the CCHE Board and public.

The CCHE Board will hear the presentations of the applicants and either approve funding or make a reservation of funding for the selected Projects.

IX. Grant Criteria and Allocation of Points

There will be a total of 100 points available for all Project Grant applications for the Round Three Cycle of funding.

The points available will be divided into the following areas:

| | |
|--------------------------|-----------------|
| Section One | Up to 10 points |
| Section Two | Up to 30 points |
| Section Three | Up to 25 points |
| Section Four | Up to 35 points |
| TOTAL: 100 points | |

Section One (up to 10 points)

ADMINISTRATIVE REVIEW

Numerical points will be assigned based on whether the applicant has:

- Filled out all appropriate Sections of the Grant Application Form.
- Provided all of the information according to the order specified in the Checklist and has initialed and enclosed a copy of the Checklist.
- Refrained from submitting superfluous information and material that has not been requested.
- Submitted numerical information that corresponds to information provided in other Sections of the application form regarding the requested amount from CCHE and matching fund resources.

CCHE staff will provide written comments to justify their review of an application if points are deducted for any of the above items. CCHE staff may also make a determination regarding the eligibility of an applicant.

Section Two (up to 30 points)

PROJECT THREAD

Part A: Mission/Goals/Objective of the Organization (up to 3 points)

Mission: Applicant provides a coherent reason for existence that reflects the value/purpose of the organization.

Goals: Applicant indicates what the organization aspires to become/achieve by direct actions and set priorities.

Objectives: Applicant has concrete measures for success. They have provided well-defined time frames for attaining goals.

NOTE: Indian Tribes are not required to complete Section Two, Part A. CCHE staff will have the ability to add an additional three (3) points in other parts of Section Two at time of review.

Part B: Significance of Thread (up to 6 points)

Applicant provides specific data on the subject matter of their Project thread. Examples of specific data can include but are not limited to:

- a specific term of years
- a particular era
- significant event
- a specific geographic area
- a particular ethnic community
- an individual who has made a contribution to the State

A reading of this Part should prepare the reader with a specific reference point to determine how the Project thread links to the programs that are/will be promoted.

Part C: Current Programs Promoting Thread (up to 3 points)

The Applicant lists and provides narrative to illustrate the regular programs they sponsor and how it links to the thread of the Project.

It should be very clear that the building is either the subject of the Project thread itself OR the building houses the programs that illustrate the Project thread.

NOTE: If the applicant is a new entity, a list of proposed programs should be the focus of discussion.

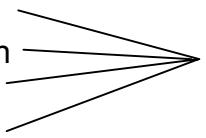
Part D: Promotion of Thread Upon Completion of Project (up to 5 points)

Applicant should demonstrate how the completion of the CCHE Project will further promote the Project thread. Some examples can include:

- increasing the outreach/effectiveness of programs promoting the thread
 - expanding the number of people using the programs
 - illustrating how the “place” is the most appropriate venue to promote the thread.
-

Part E: Overall Contribution to California Culture and History (up to 5 points)

Applicant provides data documenting how the thread:

- originates in
 - predominates in
 - resides in
 - represents
- 
- California

The manner applicant uses to tell the thread is creative and communicates the story effectively.

Applicant describes an “untold story” or a different aspect of a well-known thread.

The overall contribution of this Project allows for a better understanding/enhancement of California culture and history.

Part F: Audience (up to 4 points)

Applicant provides documentation that can readily identify and track its audience.

Applicant provides information that does not solely rely on numbers of individuals who use/visit the Project. Rather, the audience is identified by descriptive factors such as:

- historic affiliation with place of Project
- age
- geographic residence/location
- ethnic affiliation.

Applicant lists ways in which the completion of the Project will enhance/increase audience.

Part G: Public Access (up to 4 points)

Applicant can show that there is general public access to all parts of the facility by:

- the hours of operation
- free or reduced admission day(s)
- geographic location
- access to public transportation
- signage in and around facility.

The fees charged/admission schedule is reasonable given the audience/area served.

Applicant has created marketing plans that increase access to the facility now and in the future.

There are no restrictions placed on the facility that would cause limited access by the public (i.e., sub-lessees or owners leasing other parts of the facility causing restricted or limited access).

The completed Project will not place restrictions on the facility that would cause limited access by the public.

Section Three (up to 25 points)
CAPITAL ASSETS PROJECT INFORMATION

Part A: Needs Assessment (up to 7 points)

Applicant has identified the document(s) relied upon resulting in the proposed Project. The documents clearly demonstrate the need for the Project. It shows the unique features and how they impact the targeted community.

Applicant list reason(s) cited from the identified document and other data to demonstrate need for Project

OR

Applicant has submitted a summary of the needs assessment plan conducted and specifically identify areas that illustrate and justify need for Project.

Part B: Information Regarding the Facility and Staff Operating Facility (up to 3 points)

DIVISIONS ONE, TWO, and THREE ONLY

Applicant has a clear vision of the proposed Project and will be relying upon a gradual increase/or a planned rehabilitation/re-use/construction of the facility based on needs assessment. This is based on:

- the number of years the entity has been in existence
- current to proposed square footage
- percentage of increase, if any
- type of change made to the facility if the subject of the Project is the design of new permanent exhibits

Applicant has also planned for a reasonable number of staff to manage facility upon completion of the Project.

Projects acquiring property as their Project:

Applicant has indicated the square footage of the property and has indicated current and future staff to manage facility upon completion of the Project

DIVISION FOUR ONLY:

Applicant currently has a reasonable number of staff to manage facility.

Applicant has planned for a reasonable amount of staff to manage and operate facility upon completion of the Project.

Part C: Technical Team Members (up to 7 points)

Applicant has identified key members of the technical team, who will directly participate in the capital assets project.

Technical team members have previous experience in directly participating in the type of Project proposed. The duties listed for the technical team is relevant to their area of experience.

Part D: Work Plan (up to 8 points)

The work plan demonstrates how the program needs identified in Part A will be quantified and implemented. The data provided should clearly show the schedule and order in which tasks will be conducted. The level of detail should demonstrate knowledge of the complexity of the Project and assures CCHE that the applicant has a fundamentally sound understanding of the technical needs of the Project.

Applicant has carefully thought about the schedule and order in which the tasks will be conducted and has used estimates based on quotes or bids obtained by technical team members.

Applicant has readily identified the individual(s) performing the tasks and the identified individual(s) appears appropriate to handle tasks.

The costs in the chart should come from qualified technical individuals. The costs should be reasonable and justifiable.

The start and completion dates appear reasonable, given the task that will occur. (This information should be in conformance with information supplied in Section One-Part C).

Section Four (up to 35 points)

CAPACITY

Part A: Organizational Staff Leadership (up to 4 points)

Applicant has listed qualified staff within the entity to ensure sound management and successful completion of the capital assets project. This can be inferred by:

- the long term management experience of key staff showing increasing responsibilities and the successful accomplishment of organizational development and growth.
 - the identified staff has previous experience with capital assets projects so that they know how to work with the technical team members and monitor and manage the Project.
-

Part B: Organizational Governing Body (up to 4 points)

DIVISIONS ONE, TWO, and-THREE ONLY

Applicant has readily identified key members of their governing body, and that these members have:

- An institutional history with the organization or Project and a commitment to see the Project to its completion. This may be inferred by the number of years with the organization as a volunteer, contributor, and/or committee member.
 - Oversight authority for the Project so that they can serve as leaders to ensure completion and maintenance of the Project.
 - Their role in the Project will provide internal governance and capacity.
-

Part B: Community Participation (up to 10 points)

DIVISION FOUR ONLY

Applicant lists individuals who are from the neighboring community where the Project is located or are individuals who have proven experience and expertise in the Project Thread.

In addition, applicant has:

- Identified the years an individual has participated in the Project to illustrate the institutional history with Project.
 - Identified whether individuals have been involved in all/some phases of the decision-making process regarding the Project.
 - Identified that individuals have previous experience with capital assets projects.
 - Identified the specific role of these individuals in the Project.
-

Part C: Matching Fund Requirement (up to 8 points)

The operation and maintenance of the Project will not be adversely affected by undertaking the capital assets project since the applicant has listed committed resources that are considered separate and independent sources of funding from their normal course of costs for operation and maintenance.

The balance between cash/cash pledges and in-kind contributions will allow this Project to proceed as documented in the applicant's work plan.

If the applicant is relying heavily on in-kind resources, there must be documentation to show that they will have the financial ability to cover the costs of the tasks needed to fulfill the Project that is not solely based on a line of credit or a loan. (Note: CCHE requirements in Appendix One – CCHE Requirements on “In-Kind Contributions” and “Loans of a Line of Credit” only allow up to 30% of the total CCHE project).

If the applicant is relying on restricted income to pay for the Project, the restricted income should address the costs of the tasks and be readily available to pay for those tasks.

Applicant has demonstrated knowledge and implementation of CCHE policies for in-kind contributions for matching funds.

Applicants in Divisions One and Two who are requesting a Reduction of the Matching Fund Requirement:

Applicant has identified the specific percentage of the reduction of the match.

Applicant's resources for fulfilling the percentage of the match they believe they can fulfill is based on confirmed sources of funding.

Applicant has provided documentation of why it is important to consider a reduction of a match that is based on specific facts related to their Project.

Note: The information provided in this Part should be weighed against the total cost of their proposed Project and applicant's plans to sustain the operation and maintenance of the facility in the future.

Part D: Financial Management and Capacity of Project (up to 6 points)

DIVISIONS ONE, TWO AND THREE ONLY

Financial Management

The data provided in this Part will be cross-referenced against the information applicant is required to submit as part of the CCHE Grant Application regarding 3 years of their most recent audited financials **or** organizational financial statements for the past 3 years including the current year (YTD) and the last 2 years of year-end actuals.

In addition, the ratio of the annual operating budget of an organization and the cost of the capital assets project should be reasonable and proportionate, in consideration of the organization's past financial history and track record.

If it appears that the cost of the capital assets project far exceeds the financial capacity of the applicant, based on the size and strength of the annual financial information provided for the past three years, the applicant **must** show evidence of a strong plan and track record in raising the capital campaign funds outlined in this Section under Part E - Sustainability.

Financial Capacity

Applicant has documented that a well conceived fundraising plan is in place to illustrate how the project costs estimated in Part E - Sustainability will be paid for.

The projections made in the fundraising plan must be based on sound, quantitative approaches and recognized fundraising techniques that relate to the past financial history of the organization.

The marketing strategy illustrates

- who will pay for the project
- how the funds are actually raised
- diverse resources rather than the reliance of just one source of income.

NOTE: Division Four applications do not need to complete this Part of Section Four.

Part E: Sustainability (up to 13 points)

DIVISIONS ONE, TWO, and THREE ONLY

Applicant demonstrates that they will be able to maintain and operate the facility for the next 20 years, as required under CCHE requirement, based on the operating budget projections and marketing strategies provided. In addition, applicant has appropriate projected new and continuing staff positions to meet the operational needs of the completed Project.

The information in the pro forma budget projections provides a reasonable and logical growth or stability in the organization.

The applicant has identified a plan to retain a constant source of funding on a regular basis to maintain and operate the Project. Examples can include but are not limited to:

- Earmarking funds in an established endowment
- Identifying key individuals who have pledged an annual donation for maintenance and operation of the Project
- Foundation resources
- Earned income that will be designated for the maintenance and operation of Project
- Annual appropriation from an annual fundraiser/government source

Part E: Sustainability (up to 13 points)

DIVISION FOUR ONLY

Applicant's past financial commitment to this Project provides documentation that there is a likelihood that it will receive an annual appropriation of funding in the future.

Based on the information regarding current and future staff provided, and compared to the annual budget for the entity, it demonstrates that it will be able to maintain itself in the future.

Appendix One - CCHE Requirements for Grant Applications

| Requirement | Terms of Requirement |
|-------------------------------------|---|
| Acquisition of Real Property | An applicant who wishes to acquire real property with CCHE funding <i>must</i> adhere to Education Code Section 20073. Please also refer to Frequently Asked Questions for further information. |
| CCHE Priorities | <p>CCHE shall give priority to: preserve, interpret, and enhance understanding and appreciation of the significant elements that add to the State's cultural, social, and economic evolution such as, but not limited to:</p> <ul style="list-style-type: none"> • significant events occurring in the 20th century • unique identifiable ethnic and other communities • culturally significant changes • illustrations of California's economic strength • factors contributing to the national defense activities • California's living cultural heritage and folk life • geologic and oceanographic history, including paleontology • Native American archeology, history and culture • natural history resources • California history, archeology and culture <p>CCHE's priorities also include preserving, documenting, interpreting or enhancing the understanding of threads of California's story and communities that are absent or underrepresented in existing historical parks, monuments, museums and other facilities.</p> <p>Also, priorities will seek to achieve a careful balance geographically, among communities and organizations large and small size, and among diverse ethnic groups.</p> |
| CEQA Compliance | <p>All Projects that receive CCHE funding are subject to CEQA compliance since activities undertaken by a person which is supported in whole or in part through public agency contracts, grants, subsidies, loans or other forms of assistance from one or more public agencies are subject to the provisions of CEQA.</p> <p>Please note that your Project must be in compliance with CEQA before an approval of funding can be recommended for your Project.</p> <p>Also, please refer to the FAQ under CEQA Compliance regarding Lead Agency, Responsible Agency and Discretionary approvals.</p> |

Appendix One - CCHE Requirements for Grant Applications

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| Contingency Costs | <p>Since each Project is different, it will be the responsibility of the applicant to define what their contingency costs are and how they expect that they will be used.</p> <p>Generally, contingency costs may not exceed 10% of the entire CCHE portion of your budget. If it exceeds this amount, you must clearly document this information in your work plan.</p> |
| Do Not Harm Policy | <p>CCHE requires that Projects applying for funding follow the Secretary of the Interior's Standards for the Treatment of Historic Properties, where applicable, to ensure the historical integrity of the Project.</p> <p>In addition, any state and local ordinances must be followed to ensure the historical integrity of the Project.</p> |
| Eligible Applications | <p>Applicants are not able to collectively, or jointly, apply for CCHE funding with another organization.</p> <p>Only one organization can serve as the entity responsible for the overall project, including the financial, administrative and managerial needs.</p> |
| Indian Tribes | <p>Those California Indian Tribes recognized and eligible for funding and services from the Bureau of Indian Affairs by virtue of their status as Indian tribes, as enumerated in the Federal Register's list of Indian Entities Recognized and Eligible To Receive Services From the United States Bureau of Indian Affairs are eligible to apply for CCHE grants. (See Fed. Reg. 68180 (Dec. 5, 2003).)</p> |
| In-Kind Contributions | <p>Labor</p> <p>Applicants who are able to demonstrate that donated labor costs will directly benefit the capital assets project funded by CCHE can claim these costs as an in-kind contribution. This can be demonstrated by providing the following:</p> <ol style="list-style-type: none"> 1. Applicant must identify the individual performing the labor, what type of labor will be performed, the hours that will be expended to perform the labor, and when the labor is expected to be performed. 2. Volunteer time above and beyond the regular course of employment by applicant staff, and time spent by Board Members who provide a particular service to the project, may be counted using the State of California civil service pay scale. 3. In no event will the applicant be able to receive credit for more than 20% of its total matching fund requirement from in-kind labor contributions of staff or Board member time. 4. The applicant must document in-kind labor used on the project by task, hours spent on each task, and rates using State of California civil service pay scales. |

Appendix One - CCHE Requirements for Grant Applications

Materials and Supplies

Applicants can use materials and supplies that have been donated for their capital assets project being funded by CCHE as an in-kind contribution.

This can be demonstrated by providing the following:

1. Applicant must identify what material(s) and supplies will be donated, and the source of the donation.
2. Applicant must document how these materials and supplies will be integrated into and become part of the capital asset project. Applicant must also document the total amount of materials and supplies used.
3. Applicant must provide documentation as to the current market value of the materials and supplies at the time they are donated to the project.
4. Applicant cannot use materials or supplies donated by the applicant or staff. This does not preclude the in-kind contribution of materials and supplies by Board Members.

In no event will the applicant be able to receive credit for more than 20% of its total matching fund requirement from materials and supplies.

Equipment

Applicants can use donated equipment for their capital asset project being funded by CCHE as an in-kind contribution. Equipment counting toward the match must be tools, machinery or other equipment necessary for construction of the project. This can be demonstrated by the following:

1. Applicant must identify what equipment will be donated.
2. Applicant must document what the current market value or rental value of the equipment is at the time of the donation.
3. Applicant must document how this equipment will be utilized by the capital assets project funded by CCHE.
4. Equipment must be used during construction of the project and may not become a permanent part of the project. Applicant must document the duration of the use of the equipment.
5. Equipment already owned or under the control of the applicant cannot be counted toward the match. This does not preclude equipment donated by Board Members as an in-kind contribution of equipment.
6. In no event can applicant be able to receive credit for more than 20% of its total matching fund requirement from equipment costs.

Donation of Real Property or a Long-Term Lease

Applicants can use the donation of land or a donation of a long-term lease as an in-kind contribution. This can be demonstrated by the following:

1. Applicant must identify that the donation of real property or the donation of a long-term lease for the exclusive use of real property
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Appendix One - CCHE Requirements for Grant Applications

will be for the use of the capital asset project.

2. A certified appraiser has appraised the donated real property or donation of a long-term lease for exclusive use no more than one year prior to the CCHE Grant Application deadline date of March 1, 2007.
3. The appraiser performing the certified appraisal shall be a member of the American Institute of Real Estate Appraisers, the Appraisal Institute and carry the MAI designation, or of the Society of Real Estate Appraisers and carry the SREA designation.
4. The appraiser shall be an independent contractor, and not an employee or agent of the applicant or of the seller of the proposed site.
5. If the certified appraisal is the subject of any type of discrepancy, the Executive Officer may consult with the Office of Real Estate and Design Services in the Department of General Services, to resolve the appraised value or content of the appraisal. All costs will be to perform this task will be charged to the applicant and a CCHE Grant Agreement will not be initiated until the discrepancy is resolved.
6. The appraiser must appraise the monetary value of the real property or lease based on the intended use of the property as indicated in the applicant's grant application.
7. The applicant must also indicate what additional sources of funding will be available to perform the specific tasks of the capital assets project.

Planning Costs

An applicant that can document that architectural plans, drawings, or other documents developed solely for the capital asset project were created within one year prior to the date of the CCHE Grant Application deadline of March 1, 2007. or can credit these costs toward their matching fund requirement as an in-kind contribution. This can be demonstrated by the following:

1. Applicant provides documentation to show that architectural plans, drawings or other documents were created within the one-year time period prior to the CCHE Grant Application deadline.
2. Architectural plans, drawings, or other documents are limited to documents created by an architect, engineer or other licensed professional that are necessary for the design of the proposed capital assets project such as conceptual plans and drawings; schematic plans and drawings; design development plans and drawings or construction documents and specifications. The professional license must be directly related to the services provided or the documents created.
3. In no event will the applicant be able to receive credit for more than 20% of its total matching fund requirement from architectural plans and drawings.

Appendix One - CCHE Requirements for Grant Applications

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| | <p>Permanent Fixtures to Capital Assets Project</p> <p>Applicants who demonstrate that permanent fixture(s) are an integral and essential part of their capital assets project can credit the fair market value of these items toward their matching fund contribution. This can be demonstrated by the following:</p> <ol style="list-style-type: none">1. Applicant must demonstrate that the permanent fixture(s) are a new resource being donated to the capital asset project.2. Applicant must demonstrate that the permanent fixtures are an integral and essential part of their capital assets project. Historical, legal or some other objective method of documentation will be needed to prove that the identified permanent fixture(s) are unique and were specifically designed and created to enhance the capital assets project.3. Applicant must provide documentation that these permanent fixtures are not readily available on the open market and cannot be readily purchased because of their unique historical or cultural significance.4. Applicant must provide some reasonable means of calculating the monetary value of the permanent fixtures to document what the cost of the permanent fixture is at the time of donation.5. Applicant cannot use permanent fixtures already owned or within the control of the applicant or its staff as an in-kind contribution. This does not preclude donations of permanent fixtures by Board Members.6. In no event will the applicant be able to receive credit for more than 20% of its total matching fund requirement from in-kind contributions of these permanent fixtures. |
| Loans or a Line of Credit to Fulfill the Matching Fund Requirement | <p>Grant applicants will be able to use a loan or line of credit to fulfill their matching fund requirement provided that:</p> <ol style="list-style-type: none">1. The grant applicant supplies all terms of the loan or line of credit to CCHE and informs CCHE as to what type of security was used to secure the finances.2. The grant applicant shall provide copies of audited financial statements along with their application to CCHE staff for review of applicant's financial standing. Staff shall determine the appropriate level that a line of credit or loan may count toward the match requirement.3. The grant applicant shall provide a detailed description to CCHE of the source of income or revenue for repaying the loan or line of credit4. Regardless of item 2 above, in no case is the grant applicant allowed to rely on a line of credit or loan for more than 30% of the total matching fund requirement. |

Appendix One - CCHE Requirements for Grant Applications

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| Long-Term Control | <p>CCHE grant applicants applying for Projects Grants must certify that they have long-term control of the property, and provide satisfactory documentation to support the certification. Long-term control includes ownership, lease, easement or joint powers agreement for exclusive control by the applicant of 20 years.</p> <p>If the applicant does not own the property, you will need to obtain written permission from the owner for the proposed exclusive control before starting any work on the property. You will also need to document that the lease agreement or other property interest is sufficient to allow for the type of use proposed, and will provide stability and longevity for the Project. The lease between the grant applicant [in cases when she/he is not the property owner] and the property owner will be subject to approval from CCHE. Generally, a Memorandum Of Understanding (MOU) is not sufficient to satisfy CCHE policy for having exclusive control over the premises.</p> <p>In cases where the applicant will be conducting a Project on real property owned by State or local public agencies, a modification of this policy will be allowed if, based on the particular factual circumstances of an individual Project, the following can be met:</p> <ol style="list-style-type: none">1. The applicant's agreement with the owner or property interest is sufficient to allow the type of use proposed.2. The applicant's agreement with the owner or property interest is sufficient to provide stability and longevity for the Project.3. There are no conflicting uses or legal rights that would interfere with the applicant's legal right and control to implement and/or manage the Project at the site.4. The applicant has a legal right to implement and/or manage the Project at the site.5. The agreement, in the form of a lease, license or other contractual agreement, is enforceable by the Grantee, and the Grantee agrees to bring an action, if necessary, to enforce it to carry out the Project. |
| Matching Fund Resource Policies | <p>The CCHE Board has developed a number of policies to clarify and assist applicants to fulfill the 1:1 match requirement.</p> <p>Generally, the match may consist of both in-kind and cash resources and should be composed of a diverse set of new resources to ensure and demonstrate a strong commitment from the grant applicant and its constituent community.</p> <p>It should maximize CCHE's funds by leveraging new resources to augment existing support.</p> <p>Matching fund policies are summarized below. Please refer to each section</p> |

Appendix One - CCHE Requirements for Grant Applications

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| | <p>in this Appendix under its own heading for further information and clarification:</p> <ul style="list-style-type: none">• Proposition 40 Opportunity Grants are not allowed to be used toward the matching fund requirement. (See “Proposition 40 Opportunity Grants in this Appendix on page 54)• Matching funds expended prior to the CCHE Board’s approval of funding do not count toward the match requirement with the exception of Planning Costs. (See “Planning Costs” in this Appendix)• A bridge loan or line of credit can constitute no more than 30% of the total cost of the CCHE project. (See “Loans or Lines of Credit” in this Appendix)• In-kind donations to fulfill the matching fund requirement are limited to new contributions of labor, equipment and materials and supplies, permanent fixtures and a donation of real property or a long-term lease. (See “In-Kind Contributions” in this Appendix)• Applicants are able to spend their matching funds toward their Project upon approval of funding by the CCHE Board, subject to final approval of the Grant Agreement. However, credit for the expenditure of the matching funds is subject to final approval of the grant agreement. |
| Material Change of Project | <p>Any Project that has undergone a material change from the original application submitted will be asked to withdraw its application.</p> <p>A material change will be reviewed on a case-by-case basis but the following factors will be used to determine if a material change exists:</p> <ul style="list-style-type: none">• A significant change or alteration in the budget and matching fund structure that was originally submitted in the CCHE Grant Application (e.g. over a 30% shift in one or more of the categories).• A change of circumstances altering the structure of the Project or affecting the applicant’s ability to implement the Project.• Change of key personnel that would no longer make it feasible to carry out the Project.• New information submitted to CCHE that would have the ability to fundamentally change the financial or operational ability of an entity applying for a grant award.• Change regarding the focus of the project so that the revised plan no longer reflects the original purpose of the CCHE grant. |

Appendix One - CCHE Requirements for Grant Applications

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| Multiple Applications | <p>An applicant may not apply simultaneously for a planning and a project grant for the same Project.</p> <p>An applicant, however, can submit multiple applications for projects involving different physical locations. Each application submitted will be considered as a separate and independent application.</p> <p>The Director/Manager of the entity that is submitting multiple applications must sign a letter with each grant application submitted indicating the order of priority and the reason(s) for the preference.</p> <p>However, the CCHE Board does not make any assurances that any or all of the priorities listed by the Director/Manager of the entity will be adopted and recommended for a reservation of funding.</p> |
| Proposition 40 Opportunity Grants | <p>Projects that received funding from Proposition 40 Opportunity Grants and those Projects listed in Public Resources Code Section 5096.652(b) and (c) will not be able to use this funding to fulfill their matching fund requirement. (Please refer to the Department of Resources website at http://resources.ca.gov/bonds.html)</p> |
| Reduction of a Match | <p>Applicants applying for Round Three funding for Projects in Divisions One and Two may apply for a reduction of their 1:1 match requirement.</p> <p>Division One applicants applying for Projects can request up to a 75% reduction of their match if they believe it is justifiable to make their Project realistic. It will be the responsibility of the applicant to explain the reasons why such a reduction is appropriate. Further, applicant will be evaluated on the information that is submitted at the time of the application.</p> <p>Division Two applicants applying for Projects have the ability to request a reduction of the matching fund requirement of up to 30%. It will be the responsibility of the applicant to clearly state the reasons why such a reduction is appropriate. Applicants will be evaluated on the information that is submitted to request a reduction of the match.</p> |
| Re-Granting | <p>Applicants who apply for CCHE funding are responsible for carrying out the project from its initiation to completion. An applicant cannot delegate or assign the grant or tasks to another entity.</p> |

Appendix One - CCHE Requirements for Grant Applications

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| Reimbursement of Project Expenses | <p>CCHE funds work on a reimbursement basis. This means that you will be reimbursed for the budgeted costs of your project.</p> <p>Once you have completed an item that has been approved as a budgeted task by CCHE, you are eligible to submit a CCHE Invoice indicating that you have paid all items requested for reimbursement. CCHE staff will then review the CCHE Invoice and approve or dispute the expenses.</p> <p>Once a properly submitted CCHE Invoice is received, you can expect to receive payment within 6 to 8 weeks of CCHE's receipt of the Invoice.</p> |
| Release of CCHE funds Reserved | <p>Projects will have no more than one (1) year from the date a Project is reserved for funding to resolve all issues related to their Project.</p> <p>If a Project is not able to supply the information or cannot meet all requirements within this one-year period, its reservation of funding will be released and its reserved funds will revert back to the general grant funds.</p> |
| Religious institutions or structures | <p>The California Constitution places significant limits on the State's authority to provide assistance to religious organizations, particularly for projects involving structures used for religious purposes and/or owned by a religious institution.</p> <p>The Attorney General's Office has provided CCHE with a detailed analysis to determine whether an applicant is considered eligible if it is affiliated to a religious institution or structure. The Opinion Letter is available on the CCHE website and can be downloaded at www.library.ca.gov/cche.</p> <p>If you believe that there may be a question about eligibility regarding your organization, please contact CCHE before submitting your application to determine eligibility.</p> |
| Tribal Organizations (AKA Indian Tribes) | <p>See "Indian Tribes" in this Appendix.</p> |
| Waiver of Sovereign Immunity | <p>In order for CCHE to enter into an acceptable grant agreement with any eligible applicant, CCHE will need to ensure that it can enforce its grant agreement. Since Indian Tribes have the ability to claim sovereign immunity, they are requested to approve an express waiver that would apply to the CCHE grant agreement.</p> <p>The governing entity of the Indian Tribe that has the authority to expressly waive the immunity will be asked to approve a waiver acceptable to the Executive Officer.</p> |

Appendix One - CCHE Requirements for Grant Applications

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| Work Performed on Projects | No work performed prior to a signed Grant Agreement can be counted as part of the match requirement with the exception of Planning costs. |
|---|---|

Appendix Two - Definition of Terms

| Term | DEFINITION |
|---|---|
| AB716 | This legislation created the California Cultural and Historical Endowment Act, (Education Code Section 20050 et seq.) which was passed by the California Legislature in 2002. The full text can be found on our website at www.library.ca.gov/cche . |
| Annual Operating Budget | The annual operating budget a non-profit public benefit corporation will determine the Division you will be eligible to apply for. Information regarding your annual operating budget is found on the first page of Form 990, Line 17 under "Total Expenses." |
| California Clean Water, Clean Air, Safe Neighborhood Parks and Coastal Protection Act of 2002 (Proposition 40) | <p>This bond measure, passed in 2002, is the funding source for all Projects currently being funded by CCHE.</p> <p>Since this source of funding is derived from general obligation bond monies, it limits the ability of CCHE to support some of the initiatives indicated in its authorizing legislation (AB 716).</p> <p>In addition, Projects funded by CCHE are also subject to the provisions of the General Obligation Bond Law, Government Code Sec 16727 et. seq.</p> |
| Capital Assets | <p>Capital assets are defined in Government Code Section 16727. Generally, they include tangible physical property that is part of an otherwise eligible construction, development or preservation Project and:</p> <ul style="list-style-type: none"> • Has an "expected useful life" of 15+ years; • Has an "expected useful life" of 10-15 years (limited to 10% of net bond proceeds); or • Is equipment with an "expected useful life" of 2+ years used to carry out an eligible Project. <p>In addition, capital assets also include major maintenance, reconstruction, demolition for purposes of reconstruction of facilities, and retrofitting work that is ordinarily done no more often than once every 5-15 years or expenditures that continue or enhance the useful life of a capital asset. Items such as musical instruments, computers and audio equipment are not considered capital assets.</p> |
| Cash Flow Projections | Cash flow projections document the flow of cash into and out of your organization throughout the year. It helps you plan for high and low volume months and shows you the amount of cash utilized by the organization and compares it against the amount available. |
| Cash Match | A cash match is a new source of unrestricted funds or restricted funds dedicated toward this particular capital assets project. |

Appendix Two - Definition of Terms

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| CCHE Grant Agreement | This is a legal, binding agreement between the grant applicant and CCHE to fulfill the terms of the Project as proposed in the CCHE Grant Application. A CCHE Grant Agreement is entered into after the CCHE Board approves funding for the Project and all of the necessary documentation is collected to initiate the Project. |
| CEQA (California Environmental Quality Act) | <p>California Environmental Quality Act is legislation that was created with the basic purposes to:</p> <ul style="list-style-type: none"> • Inform governmental decision makers and the public about the potential significant environmental effects of proposed activities, • Identify ways that environmental damage can be avoided or significantly reduced • Prevent significant, avoidable damage to the environment by requiring changes in Projects through the use of alternatives or mitigation measures when the governmental agency finds the changes to be feasible • Disclose to the public the reasons why a governmental agency approved the Project in the manner the agency chose if significant environmental effects are involved. <p>(Public Resources Code, Section 21000 et seq)</p> |
| Completion Date | This is the date that you believe the task described in your budget plan will be completed. |
| Completion Project Date | This date indicates the end of the entire CCHE project. |
| Contingency Costs | <p>Contingency costs are costs that are set aside to use in the case of an unforeseen circumstances (i.e. cost overruns; a delay in commencing a Project due to weather conditions; or an increase in the cost of supplies). Since each Project is different, it will be the responsibility of the applicant to define what their contingency costs are and how they expect that they will be used.</p> <p>Generally, contingency costs may not exceed 10% of the entire CCHE portion of your budget.</p> |
| Cost Estimator | The estimator prepares a cost summary for the entire Project, cost of labor, equipment, materials, subcontractors, overhead, taxes, insurances, markup and any other costs that may affect the Project. |
| Deliverables | Deliverables are the “final product” of a task. It reflects the tangible result of the completion of a task. |

Appendix Two - Definition of Terms

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| Eligible Applicant | <p>Nonprofit public benefit corporations (as defined in this Appendix), public agencies and Indian Tribes are eligible to apply.</p> <p>Individuals, for-profit entities and nonprofit organizations that do not have a Letter of Determination from the Internal Revenue Service, are not considered eligible applicants.</p> |
| Eligible Project | <p>Eligible Projects include:</p> <ul style="list-style-type: none"> • Costs of acquisition of interests in real property that are tangible physical property, including easements. • Costs of construction of building or permanent structure. • Permanently installed exhibits. • Reconstruction or preservation of a building. • Permanent landscape/hardscape. |
| Fixed Expenses | <p>Fixed expenses include items such as rent, depreciation, utilities, insurance, licenses/permits and loan payments.</p> |
| Indirect Costs | <p>Indirect costs refer to administrative costs that are associated with the capital assets Project such as the administration and management of the Project or costs that may be associated with the development of the Project.</p> |
| Ineligible Costs | <p>Some common examples of what are considered ineligible costs include, but not limited to:</p> <p>Operation and maintenance of the organization</p> <p>Ceremonial expenses</p> <p>Publicity expenses</p> <p>Bonus payments of any kind</p> <p>Charges in excess of the lowest bid</p> <p>Deficit or overdraft charges</p> <p>Damage judgments arising from facility acquisition, construction or equipment, whether determined by judicial process, arbitration, negotiation or other process</p> <p>Costs of discounts not taken</p> <p>Unapproved contract cost overruns</p> <p>Fundraising</p> <p>Grant writers</p> <p>Lobbying</p> <p>Lawsuits</p> <p>Payment of a debt or mortgage</p> <p>Computers or Computer Programs</p> <p>Audio Equipment</p> <p>Musical Instruments</p> |

Appendix Two - Definition of Terms

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| Ineligible Projects | <p>Examples of Projects that are not eligible for funding include:</p> <ul style="list-style-type: none"> Acquisition of a long-term lease Acquisition of personal property as the primary purpose of the grant, such as acquisition of a collection of books, oral history recordings or a collection of artwork Acquisition of equipment such as computers or furniture Creation of a Web site or other intellectual property Regular operation and maintenance costs Educational workshops or programs Production of a film or audio-visual program Use of CCHE funds for the demolition or non-historic treatment of historic structures or resources that are determined eligible for listing on the National Register of Historic Places or the California Register of Historical Resources. |
| Nonprofit Public Benefit Corporation | <p>Any nonprofit public benefit corporation that is formed pursuant to the Nonprofit Corporation Law (Corporations Code Section 5000 et seq.), qualified to do business in California, and qualified under Section 501(c)(3) of the Internal Revenue Code, that has, among its principal charitable purposes, the preservation of historic or cultural resources for cultural, scientific, historic, educational, recreational, agricultural or scenic opportunities.</p> <p>(Education Code, Sec. 20052(d))</p> |
| Pro Forma Balance Sheet | <p>A pro forma balance sheet refers to the fact that the balance sheet is before the fact, not actual.</p> |
| Restricted Assets/Funds | <p>Restricted funds are assets that are provided to the applicant's organization subject to legally binding limitations on their use. The donor, grantor, or other fund provider outside the institution that receives the resources imposes these limitations. An institution that accepts such assets must abide by the externally imposed restrictions.</p> |
| Start Date | <p>The start date of the Project is when you expect to commence work on the portion of your proposed Project funded with CCHE funds.</p> |
| Tasks | <p>Tasks are items that are listed in your proposed budget that lay out all of the steps necessary to fulfill the proposed Project. They should be narrowly tailored with logical steps to reach a specific outcome. This information is needed to complete Section Two of your Grant Application.</p> <p>(See Appendix Three regarding a sample of how tasks are described)</p> |
| Thread | <p>Throughout the CCHE Grant Application, the term "thread" is used to illustrate the link, connection, and relevance of a proposed Project with California culture and history. Because every Project is unique, it will be the responsibility of the applicant to adequately address what their "thread" is.</p> |

Appendix Two - Definition of Terms

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| | <p>AB 716 provides many examples as to what can be considered a “thread” of California culture and history.</p> <p>Some of the examples include, but are not limited to: Projects that preserve, display, demonstrate or interpret:</p> <ul style="list-style-type: none">• Contributions of many unique and identifiable ethnic and other communities that have added significant elements to California’s culture.• Culturally significant aspects of the changing ways that ordinary or particularly creative people lived their daily lives during the course of California’s culture.• Industries, technologies, individuals, groups and commercial enterprises that built California’s enormous economic strength.• Contributions to the national defense.• California’s living cultural heritage and folk life.• Geologic and oceanographic history.• California’s Native American population. |
| Unrestricted Assets/ Funds | <p>Unrestricted assets/funds are assets/funds/resources that are not restricted for use by legal or contractual requirements and may be used for any purpose.</p> |

Appendix Three – A. Sample Resolution

Resolution of the (name of applicant)

Approving the application for CCHE Grant Funds for the
California Cultural and Historical Endowment (CCHE)
Under the California Clean Water, Clean Air, Safe Neighborhood Parks, and Coastal Protection
Act of 2002

Name of Applicant: _____

Title of Project: _____

WHEREAS, the people of the State of California have enacted the California Clean Water, Clean Air, Safe Neighborhood Parks, and Coastal Protection Act of 2002, which provides funds to the State of California for the California Cultural and Historical Endowment (CCHE) Grant Program and;

WHEREAS, the California Cultural and Historical Endowment (CCHE) has been delegated the responsibility for the administration of the Grant Program, setting up necessary procedures; and

WHEREAS, these procedures require the Grant Applicant to certify by resolution the approval of an application before submission of the application to the California Cultural and Historical Endowment (CCHE); and

WHEREAS, if the Grant Applicant is awarded a grant, the Grant Applicant will enter into a Grant Agreement with the California Cultural and Historical Endowment (CCHE) for the Project;

NOW, THEREFORE, BE IT RESOLVED that the (name of applicant)

1. Approves the filing of a CCHE Grant Application for the above Project to be funded from the California Clean Water, Clean Air, Safe Neighborhood Parks, and Coastal; Protection Act of 2002 and;

2.Certifies that the Grant Applicant has or will have sufficient funds to operate and maintain the Project, and where applicable, to complete the Project; and

3.Certifies that the Grant Applicant has reviewed, understands and agrees to the General Provisions of the CCHE Grant Application and Grant Agreement; and

4.Appoints the (designated position)_____ as agent to conduct all negotiations, execute and submit all documents including, but not limited to, Applications, Agreements, payment requests and other items, which may be necessary for the completion of the Project.

I, the undersigned, hereby certify that the foregoing Resolution Number _____was duly adopted by the (name of organization) following a roll call vote:

Ayes

Noes

Absent

Secretary/Clerk

Appendix Three – B. Sample Work Plan

| Tasks | Deliverable(s) | Who will Perform Task | Cost | Source of Funds to Pay for Cost | Start Date | Completion Date |
|--|--|-----------------------|----------|---------------------------------|------------|-----------------|
| 1. Demolition of current exhibits and gallery space | Walls, stucco, plaster, studes, ceiling, grid, ductwork and floor finish removed | ARC Contractor | \$8,000 | CCHE | 10/1/07 | 12/1/07 |
| 2. Drywall and Metal Studs | Full height walls with backing | same as above | \$25,000 | XYZ Foundation | 12/5/07 | 12/30/07 |
| 3. | | | | | | |
| 4. | | | | | | |
| 5. | | | | | | |
| 6. | | | | | | |
| 7. | | | | | | |
| 8. | | | | | | |
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| 17. | | | | | | |
| 18. | | | | | | |
| 19. | | | | | | |
| 20. | | | | | | |
| Totals | | | | | | |
| Narrative information to further explain one or more of the tasks: | | | | | | |

Appendix Four – CCHE Sample Grant Agreement
STATE OF CALIFORNIA

| | | | |
|--|---------------------------|--|--|
| GRANT AGREEMENT CCHE GRANT AGREEMENT (SAMPLE) | | GRANT AGREEMENT NUMBER | |
| 1. This Grant Agreement is entered into between the Grantee named below: | | | |
| STATE AGENCY'S NAME California Cultural and Historical Endowment (CCHE) 900 N Street, #380, Sacramento, CA 95814 | | | |
| GRANTEE'S NAME | | | |
| 2. The term of this Agreement is from _____ through _____ | | | |
| 3. The maximum amount of this Agreement is: \$ _____ | | | |
| 4. The parties agree to comply with the terms and conditions of the following sections which are by this reference made a part of the Agreement. | | | |
| CCHE GRANT AGREEMENT | | | |
| Part I: A. Parties to the Agreement B. Incorporation of Documents by Reference C. Scope of Work D. Conditions Precedent E. Project Completion and Reports F. Expenditure of Funds G. Payment Provisions H. Terms of Agreement, Completion Date, Project Schedule I. Termination of Agreement | | Exhibits: A. CCHE Project Synopsis B. Scope of Work C. Standard Terms and Conditions D. Special Terms and Conditions E. State Certification Requirements F. CCHE Invoice G. CCHE Progress Report H. CCHE Final Report | |
| IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto. | | | |
| GRANTEE | | Budget Office Use Only | |
| GRANTEE'S NAME | | Amt Encumbered: Item: Chapter: Statute: Fiscal Year: Index: Object: PCA: | |
| BY (Authorized Signature) | DATE SIGNED (Do not type) | | |
| PRINT NAME AND TITLE OF PERSON SIGNING | | | |
| ADDRESS | | | |
| STATE OF CALIFORNIA | | | |
| AGENCY NAME California Cultural and Historical Endowment (CCHE) | | | |
| BY (Authorized Signature) | DATE SIGNED (Do not type) | | |
| PRINT NAME AND TITLE OF PERSON SIGNING | | | |
| ADDRESS | | | |

Appendix Four – CCHE Sample Grant Agreement
CCHE GRANT AGREEMENT

PART I

The California Cultural and Historical Endowment ("CCHE") acting pursuant to Section 20070 of the Education Code and its Resolution of _____ ("date") hereby grants to the ("Grantee"), a sum not to exceed dollars (\$_____,000), subject to the terms and conditions set forth below.

Source of Funds:

CCHE has received an appropriation from Proposition 40 (California Clean Water, Clean Air, Safe Neighborhood, Parks and Coastal Protection Act of 2002), and may distribute funds from Proposition 40 to projects that promote California's cultural and historical resources. This project meets the objectives of the CCHE program.

Brief Summary of the Project:

This Project is further described in Exhibit A – CCHE Project Synopsis.

Parties to the Agreement:

This Grant Agreement ("Agreement") is entered into between CCHE and the Grantee named below:

GRANTEE

Grantee:

Organization:

Address:

Authorized Signatory,
Title:

All communication between the parties should be directed to the individuals named below. All official notifications must be in writing.

- 1. The designated Grant Manager for CCHE is listed below. The Grant Manager may be changed at any time by CCHE by written notice thereof to the Grantee.**

Appendix Four – CCHE Sample Grant Agreement

GRANT MANAGER

Name: _____

Address: CCHE
900 N Street, Room 380
Sacramento, CA 95814

Phone: _____

Fax: (916) 651-9871

Email: _____

2. The designated Project Manager for the Grantee is listed below. The Project Manager may be changed at any time by Grantee with written notice thereof to CCHE by the authorized representative of the Grantee. All communications submitted to the Project Manager shall be as binding as if given to the Grantee.

PROJECT MANAGER

Name: _____

Mailing
Address: _____

Phone: _____

Fax: _____

Email: _____

Street Address: _____

3. The Grantee shall designate an Accountant for the Project, and the Project Manager may not also serve as the Project Accountant. The Accountant for this Project is:

ACCOUNTANT

Name: _____

Mailing
Address: _____

Phone: _____

Fax: _____

Email: _____

Street Address: _____

Appendix Four – CCHE Sample Grant Agreement

The Grantee shall at all times exercise responsibility over the design, management and implementation of the Project, and may not delegate or assign its responsibilities under this Agreement. The grant funds may be used only for the approved Project purposes as stated in this Agreement. The Grantee hereby agrees to complete the Project in accordance with all the terms and conditions of this Agreement.

Incorporation of Documents by Reference

The following exhibits and other documents are incorporated by reference into this Agreement and made a part hereof:

- Exhibit A. CCHE Project Synopsis
- Exhibit B. Scope of Work
- Exhibit C. Standard Terms and Conditions
- Exhibit D. Special Terms and Conditions
- Exhibit E. State Certification Requirements
- Exhibit F. CCHE Invoice
- Exhibit G. CCHE Progress Report
- Exhibit H. CCHE Final Report

In the event of any inconsistency between or among the main body of this Agreement and the above documents, the inconsistency shall be resolved, except as otherwise provided herein, by giving precedence in the following order: (1) the CCHE Board Resolution; (2) the body of the Agreement; (3) the Scope of Work approved by the Executive Officer; (4) California Cultural and Historical Endowment Round Two Project Grant Summary; (5) the General Terms and Conditions; (6) the Special Terms and Conditions; and (7) CCHE Invoice.

Scope of Work

Prior to the commencement of the Project and disbursement of funds, Grantee shall submit a Scope of Work to the Executive Officer or her designee for review and written approval as to its consistency with the terms of this Agreement which are all incorporated and considered as Exhibit B. The Scope of Work shall have the same effect as if included in the text of this Agreement. The Scope of Work may be amended as provided in this Agreement, upon the Grantee's submission of a modified Scope of Work and the Executive Officer's written approval of it.

The Scope of Work consists of three charts:

- 1. Exhibit B-1 – Workplan, Sources of Funding and Schedule**
- 4. Exhibit B-2 – Budget Summary**
- 5. Exhibit B-3 – Budget Chart by Calendar Year**

Appendix Four – CCHE Sample Grant Agreement
Exhibit B-1 – Workplan, Sources of Funding and Schedule

The Workplan shall include:

- a. A detailed chart of all of the tasks that will be needed in order for your Project to proceed.
- b. The tasks should have divisible sections that list out each logical step that will need to be completed. These steps shall be listed in the column labeled “Deliverable(s)” to clearly illustrate all of the elements to complete the task. Examples of tasks that can be listed include such items as design plans; install HVAC; install plumbing, lighting, fabrication and installation of exhibits; and line item construction cost estimates.
- c. There is also a section at the bottom of the Workplan to provide a narrative description of more complicated and detailed tasks.

Sources of Funding

All Sources of Funding to complete the tasks will be listed in this chart. The categories will include funding from CCHE, matching resources, and the Match Source.

Schedule

A Schedule will also be included as part of this chart to provide the estimated initiation date and the completion date of all tasks.

Exhibit B-2 – Budget Summary

The Budget Summary will outline all costs to be incurred to complete the Project by budget categories.

Exhibit B-3 – Budget Chart by Calendar Year

The Budget Chart by Calendar Year is a chart that will identify the tasks and budget categories to complete each task and the total cost of each task. The chart will outline the Budget and tasks by each calendar year.

Appendix Four – CCHE Sample Grant Agreement

Conditions Precedent to Commencement of Project and/or Disbursement of Funds

In addition to any other conditions contained in this Agreement, Grantee shall not commence the Project and CCHE shall not be obligated to disburse any funds under this Agreement unless and until the following conditions precedent have been met:

1. A Resolution has been adopted by the Grantee's governing entity (e.g., City Council/Board of Supervisors/Board of Directors) authorizing the execution of this Agreement and approving its terms and conditions. In the case of a State agency, the Director of the agency/department or Executive Officer of a board or commission must authorize the execution of this Agreement and approve its terms and conditions. (A sample of which is attached.)
2. The Executive Officer has given written approval of the Scope of Work.
3. The Grantee has provided documentation that an escrow account or a similar commitment has been created to fulfill the matching fund requirement.
4. The Grantee shall provide documentation that demonstrates that it has the legal right, control and oversight of the premises for at least 20 years, such as a long-term lease or easement.

sample

Appendix Four – CCHE Sample Grant Agreement

Example of a Resolution

Resolution of the (Grantee)

Approving the Grant Agreement for the
California Cultural and Historical Endowment (CCHE)
Under the California Clean Water, Clean Air, Safe Neighborhood Parks, and Coastal Protection
Act of 2002

Grantee: _____

Project Number: _____

WHEREAS, the people of the State of California have enacted the California Clean Water, Clean Air, Safe Neighborhood Parks, and Coastal Protection Act of 2002, which provides funds to the State of California for the California Cultural and Historical Endowment (CCHE) Grant Program and;

WHEREAS, the California Cultural and Historical Endowment (CCHE) has been delegated the responsibility for the creation and administration of the Grant Agreement between the Grantee and CCHE; and

WHEREAS, the Grant Agreement requires the Grantee to certify by resolution the approval of the Grant Agreement and its terms before execution of the Agreement; and

WHEREAS, upon execution of this Agreement and approval of its terms and conditions, Grantee will perform all of the tasks stated in the Agreement; and

NOW, THEREFORE, BE IT RESOLVED that the (Grantee)

1. Approves the terms and conditions of the Grant Agreement to be funded from the California Clean Water, Clean Air, Safe Neighborhood Parks, and Coastal Protection Act of 2002 and;
2. Certifies that the Grantee has or will have sufficient funds to operate and maintain the Project; and
3. Certifies that the Grantee has reviewed, understands and agrees to the Grant Agreement; and
4. Appoints the (Project Manager) _____ as agent to conduct all negotiations, execute and submit all documents including, but not limited to, Scope of Work, CCHE Invoices, CCHE Progress Reports, CCHE Final Reports, and other documentation which may be necessary for the completion of the Project.

I, the undersigned, hereby certify that the foregoing Resolution Number _____ was duly adopted by the (name of organization) following a roll call vote:

Ayes
Noes
Absent

Secretary/Clerk

Appendix Four – CCHE Sample Grant Agreement Project Completion and Reports

1. CCHE Progress Reports

Progress Reports are due every quarter. Depending on when you start your Project, your first/next Progress Report will be as follows:

- January 15th
- April 15th
- July 15th
- October 15th

CCHE Progress Reports will summarize the work completed for the time period covered by the report in addition to a detailed narrative of all the areas described in the summary and to any and all activities and tasks indicated in the Scope of Work. This may include draft products, reports, interim findings, meetings and the results of meetings, problems, comparison of your Project to the timeline you submitted, narrative financial assessment and whether you are progressing within the approved budget, proposed activities for the next Progress Report and copies of any materials created during this Progress Report.

Failure to submit a complete and timely Progress Report on the dates indicated in this Agreement will result in a delay in payment. Failure to submit any two (2) consecutive Progress Reports may result in forfeiture of the Agreement funds awarded for this Project.

A sample Progress Report is included as Exhibit G.

1. CCHE Final Report

The Grantee shall submit a CCHE Final Report on or before the date listed in the Scope of Work. A request for final payment should be submitted at the same time, but not as part of, the CCHE Final Report.

Appendix Four – CCHE Sample Grant Agreement

A detailed list of the items needed to complete the CCHE Final Report is included in Exhibit H.

2. Term of Agreement

The Grantee shall complete the Project by the completion date provided in the section on page one, number two entitled “Term of the Agreement”. Upon completion of the Project, the Grantee shall supply CCHE with evidence of completion by submitting: (1) the Scope of Work and any other work products specified in the Scope of Work; (2) the CCHE Final Report; and (3) a fully executed final CCHE Invoice. Within thirty days of Grantee's compliance with this paragraph, CCHE shall determine whether a Project has been satisfactorily completed. If CCHE determines that the Project has been satisfactorily completed, CCHE shall issue to the Grantee a Letter of Acceptance of the Project. The Project shall be deemed complete as of the date of the Letter of Acceptance.

Expenditure of Funds and Allocation of Funding Among Budget Items

Except as otherwise provided herein, the Grantee shall expend funds in the manner described in the Scope of Work and approved by the Executive Officer for each individual Project. The dollar amount of an itemized task in the Budget category(ies) set forth in Exhibit B-2 may be increased by up to ten percent (10%) through reallocation of funds from another category or categories, without approval by the Executive Officer or her designee; however, the Grantee shall notify the CCHE in writing at the time of making any such reallocation, and shall identify both the categories being increased and those being decreased. Any increase of more than 10% in the amount of an item must be approved in writing by the Executive Officer or her designee.

Payment Provisions

3. Invoice Requirements

CCHE will disburse funds to Grantee upon: (i) receipt of a submission of a CCHE Invoice with supporting detailed documentation indicating that all items requested for reimbursement have been paid by the Grantee; and (ii) documentation to illustrate, or to show progress toward completion of task, and/or receipt of deliverables. Required supporting documentation includes an invoice breakdown by task and cost per item, including all purchases, labor incurred in the invoice, dates that the CCHE will cover. Copies of permits, drawings, plans and photos may also be submitted.

Appendix Four – CCHE Sample Grant Agreement
An example is provided in Exhibit F.

Additional documentation such as payroll detail, receipts for equipment, travel, or general ledger information may also be required.

A properly submitted CCHE Invoice will list each of the approved items that appear on the Scope of Work, and provide the necessary supporting documentation for each task for which reimbursement is sought.

The CCHE Grant Manager will not accept a CCHE Invoice for which work has not been pre-approved in the Scope of Work and will return the invoice as a disputed invoice to the Grantee. An incomplete invoice is considered a disputed invoice.

4. Invoice Format

Invoices shall be submitted based on the format provided as Exhibit F, and shall contain all the information included in the CCHE Invoice Form.

5. Payment Schedule

Grantee may submit a CCHE Invoice monthly, in arrears and, only after satisfactory completion of each phase or task as indicated in the Scope of Work. The CCHE Grant Manager will review and either approve or dispute all invoices. The CCHE will pay undisputed invoices no more frequently than monthly after receipt and approval of a properly itemized invoice for completion of work set forth in this Grant Agreement. Invoices bearing the number of this Agreement shall be submitted to:

[Name of Grant
Manager]
CCHE
900 N Street, Room 380
Sacramento, CA 95814

6. Disputes

Appendix Four – CCHE Sample Grant Agreement

If there are any disputes regarding a CCHE Invoice, the CCHE Grant Manager shall notify the Grantee within 15 calendar days of receipt of a properly submitted invoice. Any disputed item will be subtracted from the invoice and the CCHE will process the invoice for the undisputed amount. Dispute resolution will follow the procedure outlined in Exhibit D, Special Terms and Conditions.

7. Performance Retention

CCHE shall withhold ten percent (10%) from each CCHE Invoice submitted. Disbursements shall be made on the basis of costs incurred to date, less 10% of the total invoice amount. The remaining amounts withheld shall be disbursed upon: (1) Grantee's satisfactory completion of a discrete Project phase (for which the 10% was retained); or (2) completion of the Project, and Grantee's compliance with Project closure requirements set forth in this Agreement.

8. Audit

All CCHE Invoices and supporting documentation are subject to an audit by the Department of Finance as well as the Bureau of State Audits. This will include the expenditure of all matching and other resources.

Term of Agreement; Completion Date; Project Schedule

- 2. This Agreement shall take effect upon CCHE's receipt of one or more original completed copies of this Agreement signed by the authorized representatives of both parties and the Executive Officer, or her designee, together with a certified copy of Grantee's resolution or written authorization authorizing Grantee's execution of this Agreement. The term of the Agreement shall run from the effective date through .**
- 3. All work shall be completed by the completion date(s) shown in the Scope of Work. The Grantee agrees to submit all work products identified in the Scope of Work by the date set forth in Exhibit B-1. For good cause, the completion date, as well as any other dates set forth in the Schedule, may be extended by the Executive Officer upon written request by the Grantee.**

Appendix Four – CCHE Sample Grant Agreement

Termination of Agreement

If the Grantee fails to complete the Project in accordance with this Agreement, or fails to fulfill any other obligations of this Agreement prior to the termination date, the Grantee shall be liable for immediate repayment to CCHE of all amounts disbursed by the CCHE under this Agreement, plus accrued interest. CCHE may, in its sole discretion, consider extenuating circumstances and not require repayment for work partially completed. This paragraph shall not be deemed to limit any other remedies CCHE may have for breach of this Agreement.

If it is necessary to terminate its obligation under this Agreement for cause, following notice of intent to terminate, CCHE and the Grantee shall enter into a written termination agreement establishing the effective date for termination of the Project, the basis for settlement of any outstanding obligations, and the amount and the date of payment of any sums due to either party.

This paragraph shall not be deemed to limit any legal or equitable remedies that either party may have for breach of this Agreement.

sample

sample

Appendix Four – CCHE Sample Grant Agreement

Exhibit B – Scope of Work

Exhibit B-1 Workplan, Sources of Funding and Schedule

sample

Appendix Four – CCHE Sample Grant Agreement

| Task Descriptions | Deliverable(s) | CCHE | Match | Match Source | Start Date | Completion Date |
|--|--|----------|-----------|---------------|------------|-----------------|
| 1. Demolition of current exhibits and gallery space | Walls, stucco, plaster, studs, ceiling, grid, ductwork and floor finish removed | \$5,000 | \$3,652 | Science Grant | 8/1/05 | 8/14/05 |
| 2. Drywall and Metal Studs | Full height walls with backing | \$15,000 | \$17,158 | Science Grant | 8/15/05 | 8/29/05 |
| 3. Floor finishes | <ul style="list-style-type: none"> Concrete floors patched Resilient flooring installed Playground pad on floor installed | \$3,400 | \$3,444 | Science Grant | 8/30/05 | 9/2/05 |
| 4. Wall finishes | <ul style="list-style-type: none"> Prep and paint drywall for murals Paint ceiling, ductwork, and piping | \$3,400 | \$4,444 | Science Grant | 9/3/05 | 9/11/05 |
| 5. Window work | Restore window to original and add UV film | \$0 | \$450 | Science Grant | 9/11/05 | 9/12/05 |
| 6. HVAC | HVAC reconfigured for different ceiling levels | \$0 | \$9,882 | Science Grant | 8/15/05 | 9/2/05 |
| 7. Fire Sprinklers | Fire sprinklers reconfigured to new walls and for hard lids | \$1,000 | \$2,600 | Science Grant | 9/13/05 | 9/16/05 |
| 8. Electrical | <ul style="list-style-type: none"> New outlets in walls New lighting fixture installed in exhibit | \$3,600 | \$11,046 | Science Grant | 9/17/05 | 9/22/05 |
| 9. Vitrines | Construction of 32 customized display cases | \$99,360 | \$122,181 | Science Grant | 8/1/05 | 3/30/06 |

Appendix Four – CCHE Sample Grant Agreement

| Task Descriptions | Deliverable(s) | CCHE | Match | Match Source | Start Date | Completion Date |
|--|---|---------------------------|-----------|---------------|-----------------|-----------------|
| 10. Design, fabricate and install Albertosaur display | Completed and installed Albertosaur display | \$48,000 | \$69,199 | Science Grant | 8/1/05 | 6/30/06 |
| 11. Design, fabricate and install American Lion display | Completed and installed American Lion display | \$25,000 | \$8,892 | Science Grant | 8/1/05 | 6/30/06 |
| TOTAL | | \$203,760 | \$252,948 | | | |
| Workplan | | Sources of Funding | | | Schedule | |
| Narrative information to further explain one or more of the task descriptions: | | | | | | |

Appendix Four – CCHE Sample Grant Agreement
Exhibit B-2 Budget Summary

Grantee shall implement the Project as identified in the Scope of Work, Exhibit B-1, and shall be compensated in accordance with the budget outlined below:

Labor

108,775

\$

(Provide estimated hours proposed for each individual and rate of compensation per unit of time)

Travel Expenses

\$

0

(Identify purpose and estimated costs for all travel expenses and per diem. The costs should not exceed State of California travel reimbursement guidelines as published by the California Department of Personnel Administration)

Direct Capital Asset Costs

100,000

\$

et costs)

Building and Facility Costs

15,625

\$

(Identify costs for construction, renovation and rehabilitation of the capital asset)

TOTAL DIRECT COSTS

\$ 224,400

Indirect Costs

\$ 2,000

ded in the cost of services. Any overhead rate exceeding 10% of the total contract amount requires explanation to be attached)

TOTAL PROJECT BUDGET

\$ 226,400

TOTAL CONTRACT BUDGET FOR PROJECT

\$ 203,760

Appendix Four – CCHE Sample Grant Agreement

Calendar Year_____

Exhibit B-3 – Budget Chart by Calendar Year

Year 1 Budget

| Task No. | Task Description | Labor | Travel Expenses | Direct Capital Asset Costs | Building and Facility Costs | TOTAL DIRECT COSTS | INDIRECT COSTS | TOTAL COSTS |
|--------------|---|-------------------|-----------------|----------------------------|-----------------------------|--------------------|-----------------|-------------------|
| 1 | Demolition of current exhibits and gallery space | \$ 2,000 | | | \$ 3,000 | \$ 5,000 | | \$ 5,000 |
| 2 | Drywall and Metal Studs | \$ 10,000 | | | \$ 5,000 | \$ 15,000 | | \$ 15,000 |
| 3 | Floor finishes | \$ 400 | | | \$ 3,000 | \$ 3,400 | | \$ 3,400 |
| 4 | Wall finishes | \$ 2,575 | | | \$ 825 | \$ 3,400 | | \$ 3,400 |
| 7 | Fire Sprinklers | | | | \$1,000 | \$ 1,000 | | \$1,000 |
| 8 | Electrical | \$ 800 | | | \$ 2,800 | \$ 3,600 | | \$ 3,600 |
| 9 | Vitrines | \$ 60,000 | | \$ 37,360 | | \$ 97,360 | \$ 2,000 | \$ 99,360 |
| 10 | Design, fabricate and install Albertosaur display | \$ 25,000 | | \$ 23,000 | | \$ 48,000 | | \$48,000 |
| 11 | Design, fabricate and install American Lion display | \$ 8,000 | | \$ 17,000 | | \$ 25,000 | | \$ 25,000 |
| Total | | \$ 108,775 | \$ 0 | \$ 77,360 | \$ 15,625 | \$ 201,760 | \$ 2,000 | \$ 203,760 |

Appendix Four – CCHE Sample Grant Agreement

Exhibit C – Standard Terms and Conditions

1. **Approval**

Matching funds may be counted towards the Grantee's matching fund requirement retroactive to the date of the approval of funding by the CCHE Board on ____.

Grantee will need to document the amount and source of matching funds used toward one or more of the tasks set forth in the Scope of Work. This documentation will be submitted to CCHE in the form of a CCHE Invoice.

This Agreement is of no force or effect until signed by both parties. Grantee may not commence performance on portions of the Scope of Work for which CCHE funds will be used and reimbursement is requested.

2. **Amendment**

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **Assignment**

This Agreement is not assignable by the Grantee, either in whole or in part, without the consent of CCHE in the form of a formal written amendment by the parties approved by CCHE.

4. **Audit**

Grantee agrees that CCHE, the Department of Finance (DOF), Office of State Audits and Evaluations, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Grantee agrees to maintain such records for an audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Authority: Government Code 8546.7, PCC 10115 et seq., CCR Title 2, Section 1896).

5. **Indemnification**

Grantee agrees to indemnify, defend and save harmless CCHE its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of this Agreement.

Appendix Four – CCHE Sample Grant Agreement

6. Independent Contractor

Grantee, and the agents and employees of Grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

7. Certification Clauses

The CONTRACTOR CERTIFICATION CLAUSES contained in this Agreement as Exhibit E entitled State Certification Requirements are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

8. Timeliness

Time is of the essence in this Agreement.

9. Governing Law

This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

10. Unenforceable Provision

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

Appendix Four – CCHE Sample Grant Agreement

Exhibit D – Special Terms and Conditions

1. Subcontracts

The Grantee is responsible for all subcontracted work. Subcontractors not specifically identified in the grant application must be obtained using a competitive bidding process, or provide a satisfactory explanation and obtain CCHE staff approval for non-compliance with this requirement. Nothing in this Agreement creates any contractual relationship between any third party contractor and CCHE. All subcontracts must be in writing and must include specific language that establishes the rights of the auditors of the State to examine the records of the subcontractor relative to the services and materials provided under the subcontract and/or the grant agreement.

2. Government Permits

Grantee is responsible for ensuring compliance with all applicable permitting requirements that may be required to accomplish the Project described in the CCHE Workplan. No work that is subject to any such requirements may proceed under this Grant Agreement until written evidence of compliance is received by the Grant Manager.

3. Acknowledgment and Publicity

The Grantee agrees that it will acknowledge CCHE's support whenever Projects that are funded, in whole or in part, by this Agreement are publicized in any news media, brochures, articles, seminars or other type of promotional material. Any exhibits, buildings, displays, publications, or other products which are made possible by or derived in whole or in part from this Project shall acknowledge the assistance of CCHE as follows, or by similar acknowledgment: "Funding for this Project has been provided in part by the California Cultural and Historical Endowment."

4. Audits/Accounting/Records

The Grantee shall maintain satisfactory financial accounts, documents, and records relating to the Project. The accounts, documents, and records relating to the Project shall be retained by the Grantee for three years following the date of final reimbursement by CCHE under the paragraph entitled "Term of Agreement" in Part 1, and shall be subject to examination and audit by CCHE, the Department of Finance, Office of State Audits and Evaluations, during that period. The Grantee may use any generally accepted accounting procedures, provided such system meets minimum requirements established by the State of California.

5. Inspection

Throughout the term of this Agreement, CCHE shall have the right to inspect the Project area to ascertain compliance with this Grant Agreement. The State, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Grant Agreement including subcontract-supported activities and the premises in which it is being performed. If any inspection or evaluation is made by the CCHE of the premises of the Grantee or a subcontractor, the Grantee shall provide and shall require all subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the State representatives in the performance of their duties.

Appendix Four – CCHE Sample Grant Agreement

6. Interest Restrictions

Any interest earned from grant funds shall be applied to the Project for eligible Project needs.

7. Travel

Any reimbursement for necessary travel and per diem shall be at rates specified by the California Department of Personnel Administration for similar employees or verification supplied that such rates are not available to the Grantee. No travel outside of California shall be reimbursed unless prior written authorization is obtained from the State. Reimbursement for travel must be documented in detail and copies of receipts attached to the specific CCHE Invoice involving travel.

8. Operations and Maintenance

The Grantee shall maintain and operate the facility and structures constructed or improved as part of the Project, if any, throughout the term of this Grant Agreement, consistent with the purposes for which this grant was made. The Grantee assumes all operations and maintenance costs of the facilities and structures; CCHE shall not be liable for any cost of such maintenance, management or operation.

9. Damages for breach affecting tax exempt status

In the event that any breach of any of the provisions of this Agreement by the Grantee result in the loss of tax exempt status for any state bonds, or if such breach results in an obligation of the part of CCHE to reimburse the federal government by reason of any arbitrage profits, the Grantee shall immediately reimburse CCHE in an amount equal to any damage paid by or loss incurred by CCHE due to the breach.

10. Change of budget

Grantee agrees that any refunds, rebates, credits, donations, in-kind contributions or other amounts (including any interest thereon) accruing or received by the Grantee after the Agreement has been executed with CCHE be immediately reported in writing to CCHE if such items pertain to the approved list of items that has received prior approval for CCHE funding. CCHE will then have the opportunity to adjust and amend the budget of the Agreement accordingly to reflect the source and amount of such budget items.

11. Liability

Grantee agrees to indemnify, defend and save harmless CCHE and the State, its officers, agents and employees, from any and all liabilities, claims, demands, damages or costs resulting from, growing out of, or in any way connected with or incident to this Agreement, except for active negligence of CCHE, its officers, agents or employees. The duty of the Grantee to indemnify and save harmless includes the duty to defend as set forth in Civil Code Section 2778.

[Delete the following paragraph from all non-profit organization Grant Agreements]

[Where the Grantee is a public entity, add: The parties expressly acknowledge that this

Appendix Four – CCHE Sample Grant Agreement

Agreement is an agreement for the subvention of public funds from CCHE to the Grantee, and is not an agreement as that term is defined in Government Code section 895 or a construction contract under Civil Code sections 2782 or 2783. Accordingly, it is acknowledged Grantee does not, in matters arising under this Agreement, have any right to contribution and indemnity from CCHE and/or the State of California arising under Government Code Sections 895.2 and 895.6.]

Grantee waives any and all rights to any type of express or implied indemnity or right of contribution from the State, its officers, agents or employees, for any liability resulting from, growing out of, or in any way connected with or incident to this Agreement, except such liability as results from CCHE's active negligence or the intentional wrongdoing of CCHE, its member(s), officer(s), agent(s), or employee(s), and, in the case of joint negligence, is in direct proportion to CCHE's share of fault.

12. Liability Insurance

Throughout the term of this Agreement, the Grantee shall provide and maintain public-liability and property-damage insurance for liability assumed by the Grantee under this Agreement with minimum limits of liability as follows:

- A single limit for bodily injury (including death) and property damage liability combined of \$1,000,000 each occurrence and \$1,000,000 in the aggregate.
- This insurance shall be issued by a company or companies admitted to transact business in the State of California.
- CCHE is not responsible for premiums and assessments on any insurance policy.
- The company or companies providing such insurance shall have no recourse against CCHE or the State of California, or their members, officers and employees, or any of them, for payment of any premiums or assessments under such insurance.
- A copy of Grantee's current insurance policy shall be submitted to CCHE for their records.

13. Loss Insurance

Throughout the term of this Agreement, the Grantee shall provide and maintain insurance against fire, vandalism and other loss, damage, or destruction of the facilities or structures constructed pursuant to this Agreement.

CCHE is not responsible for premiums and assessments on any insurance policy.

14. Withholding of Grant disbursements

CCHE may withhold all or any portion of the grant funds provided for by this Grant Agreement in the event that the Grantee has materially violated, or threatens to materially violate, any term, provision, condition, or commitment of this Agreement or the Grantee fails to maintain reasonable progress toward completion of the Project.

15. Compliance with Law

Appendix Four – CCHE Sample Grant Agreement

Grantee agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and state and local laws, rules, guidelines, regulations, and applicable requirements.

16. Dispute Resolution

Any claim that the Grantee may have regarding the performance of this Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the CCHE Grant Manager in writing within thirty days of its accrual. The Grantee and the CCHE Executive Officer or Executive Officer's designee shall then make a good faith effort to resolve the claim, and process an amendment to this Agreement to implement the terms of any such resolution. If the Grantee and the CCHE are unable to resolve the dispute, the decision of the Executive Officer or the Executive Officer's designee shall be final.

17. Grantee's Name Change

An amendment is required to change the Grantee's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

18. Severability

If any provision of this Agreement is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the parties that all other provisions of this Agreement be constructed to remain fully valid, enforceable, and binding on the parties.

19. Standard of Professionalism

The Grantee shall conduct all work consistent with the professional standards of the industry and type of work being performed under the Agreement.

20. Amendments

Except as otherwise provided herein, no alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement to be incorporated herein shall be binding on any of the parties hereto.

21. Venue

All proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder shall be held in Sacramento County, California. The parties hereby waive any right to any other venue.

22. Sections and Headings

The headings and captions of the various sections of this Agreement have been inserted only for the purpose of convenience, and are not a part of this Agreement and shall not be deemed in any manner to modify, explain, or restrict any of the provisions of this Agreement.

23. Entire Agreement

Appendix Four – CCHE Sample Grant Agreement

This Agreement, and the Exhibits, constitutes the entire contract between the parties hereto, relating to the Project and may not be modified except by an instrument in writing signed by the parties hereto.

sample

Appendix Four – CCHE Sample Grant Agreement

Exhibit E – State Certification Requirements

By signing this Agreement, the Grantee's authorized representative is certifying under penalty of perjury that the following clauses will be enforced for the duration of the Project with CCHE.

24. Non-Discrimination

During the performance of this Agreement, Grantee and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Grantee and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Grantee and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

25. Drug-Free Workplace Certification

Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 1. the dangers of drug abuse in the workplace;
 2. the person's or organization's policy of maintaining a drug-free workplace;
 3. any available counseling, rehabilitation and employee assistance programs; and,
 4. penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the CCHE Project will:
 1. receive a copy of the company's drug-free workplace policy statement; and,
 2. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Grantee may be ineligible for

Appendix Four – CCHE Sample Grant Agreement

award of any future State Agreements if CCHE determines that any of the following has occurred: the Grantee has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Government Code 8350 et seq.)

26. National Labor Relations Board

By signing the Agreement, the Grantee swears under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Grantee within the immediately preceding two year period because of the Grantee's failure to comply with an order of a federal court which orders the Grantee to comply with an order of the National Labor Relations Board.

27. Union Activities

By signing this Agreement Grantee hereby acknowledges the applicability of Government Code section 16645 through section 16649 to this Agreement and agrees to the following:

- a. Grantee will not assist, promote or deter union organizing by employees performing work on a state service contract, including a public works contract.
- b. No state funds received under this Agreement will be used to assist, promote or deter union organizing.
- c. Grantee will not, for any business conducted under this Agreement, use any state property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing, unless the state property is equally available to the general public for holding meetings.
- d. If Grantee incurs costs, or makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and that Grantee shall provide those records to the Attorney General upon request.

28. Conflict of Interest

By signing this Agreement, Grantee certifies that it will comply the following provisions regarding current or former state employees. If Grantee has any questions on the status of any person rendering services or involved with the Agreement, contact CCHE immediately for clarification.

Current State Employees

- a. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- b. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees

- c. For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in

Appendix Four – CCHE Sample Grant Agreement

any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

- d. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Grantee violates any provisions of above paragraphs, such action by Grantee shall render this Agreement void.

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Public Contracts Code, Section 10430 (e).)

29. Labor Code/Workers' Compensation

Grantee agrees to comply with Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Grantee confirms that it will comply with such provisions before commencing the performance of the work of this Agreement.

Grantee also certifies that it will comply with Labor Code Sections 1810-1815, inclusive, regarding maximum hours per workweek.

30. Americans With Disabilities Act

Grantee assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

31. Authority

By entering into the foregoing Agreement the Grantee gives assurance and certifies with respect to the grant that it possesses legal authority to apply for and receive the grant funds.

Appendix Four – CCHE Sample Grant Agreement

Page 1 of _

Exhibit F – CCHE Invoice

| INTERNAL USE ONLY | | |
|---------------------|-------------|---------|
| FY: | Index: 9984 | Object: |
| PCA: 93984 | | |
| Schedule #: | | |
| Partial / Final: | | |
| Grant #: | | |
| Vendor #: | | |
| Payment Request #: | | |
| Approved By CCHE: | | Date |
| Approved By Budget: | | Date |

Grantee: SDHHM

Date Invoice Submitted: 9/1/05

Project #: _____

Time Period Covered by this Invoice: 7/15/05

– 9/1/05

Brief Description of Services Covered In this Invoice

| Task | Items | Total Cost Per Item | Budget Category |
|------------------------|--------------|---------------------|-----------------|
| Demolition of Exhibits | Remove walls | | \$51.55/hour |
| | x 38.8 hours | Labor | |
| and gallery space | | | |

Matching Funds Used: _____
\$2,000

CCHE Funds Requested:

200

10% Performance Retention: _____ \$

Total Amount Due: _____ \$1,800

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I certify that Project Number _____ in the amount of \$ _____, is accurate and in accordance with the CCHE Grant Agreement. I further certify that these are actual expenditures allowed under the CCHE Grant Agreement and that all funds were expended for the purposes of the CCHE Project.

Authorized Grantee _____

Date: _____

Signature: _____

Important Note: In addition to the brief description provided above, CCHE Invoices will need to be accompanied by a detailed description of Services Performed/Products Produced in this CCHE Invoice. Please see the attached page for further instructions.

sample

Appendix Four – CCHE Sample Grant Agreement

Itemized Description of Services Performed/Products Produced:

1. Please use additional pieces of paper and attach it to the CCHE Invoice to provide detailed and narrative information on the brief description of services covered in this Invoice.
2. Label each additional page as “page two of _____” (the total number of pages submitted per CCHE Invoice).

Further Instructions:

1. Please provide original invoices indicating that all items requested for reimbursement have been paid.
2. Please provide documentation to illustrate, or to show progress toward the completion of the task.
3. Please provide copies of the receipt of deliverables.
4. Please provide an invoice noting the labor for each particular task.
5. Please list all matching fund amounts and sources used to complete each task described in this CCHE Invoice.

| |
|--------------------------------------|
| Important Things to Remember: |
|--------------------------------------|

1. A CCHE Invoice can be submitted no more frequently than once a month, in arrears.
2. A CCHE Invoice shall be submitted to CCHE by regular US mail: (CCHE Grant Manager), CCHE, 900 N Street, Room380, Sacramento, CA 95814
3. If there are any disputes regarding a CCHE Invoice, the CCHE Grant Manager will notify the Grantee within 15 calendar days of receipt of a properly submitted invoice. Any disputed item will be subtracted from the invoice and the CCHE will process the invoice for the undisputed amount.
4. A 10% performance retention will be held from all CCHE Invoices. Reimbursement of the 10% performance retention will be reimbursed to the Grantee either on completion of the Project, or after the completion of a discreet phase of the Scope of Work that will be mutually agreed by the Grantee and CCHE Project Manager.

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Exhibit G – CCHE Progress Report

Grantee: _____

Date Report Submitted: _____

Address: _____

Grant Agreement Number: _____

Time Period Covered by this Report: _____

Project Number: _____

Brief Summary of Work Completed in this Progress Report:

1. Please provide a detailed narrative of all of the areas described above and an explanation to any and all attachments to further support the items listed.
2. Please describe the tasks accomplished within this Progress Report.
3. Please describe any problems or opportunities encountered during this Progress Report:
4. Please provide your assessment of this Project and how you have or have not been in compliance with the Scope of Work and Budget submitted.
5. Please describe your plans of what you plan to accomplish for the next Progress Report.
6. Attachments to this Report Include:

a.

b.

c.

d.

e.

7. Financial Information Regarding the Period Covered by this Progress Report:

Item(s)

Budget Category

8. Narrative Information on the financial information submitted:

I certify that Project Number _____ in the amount of \$_____, is accurate and in accordance with the CCHE Grant Agreement. I further certify that these are actual

Appendix Four – CCHE Sample Grant Agreement

expenditures allowed under the CCHE Grant Agreement and that all funds were expended for the purposes of the CCHE Project.

Authorized Grantee

Date:

Signature: _____

sample

Appendix Four – CCHE Sample Grant Agreement

Important Things to Remember:

9. Progress Reports are due every quarter. Depending on when you start your Project, your first/next Progress Report will be as follows:
 - January 15th
 - April 15th
 - July 15th
 - October 15th
10. The summary of work completed should include all of the activities and tasks you have indicated in your Scope of Work including all draft products, reports, interim findings, meetings and the results of meetings, problems, assessment of your Project to the timeline you submitted, narrative financial assessment and whether you are progressing within the approved budget, proposed activities for the next CCHE Progress Report and copies of any materials created during this CCHE Progress Report.
11. Failure to submit a complete and timely progress report may result in a disputed invoice.
12. Progress Reports shall be submitted to CCHE by regular US mail: (CCHE Grant Manager), CCHE, 900 N Street, Room380, Sacramento, CA 95814

Appendix Four – CCHE Sample Grant Agreement

Exhibit H – CCHE Final Report

Grantee: _____ Date Report Submitted: _____

Address: _____ Grant Agreement Number: _____

Grant Period (indicate from effective date of
Grant Agreement to completion): _____

Project Number: _____

Brief Summary of Project and Goals Achieved:

Please provide the following information in narrative form

13. Narrative of Project Goals and how they were achieved.
14. An evaluation how CCHE funds were used to contribute to the thread stated your Project goals.
15. How CCHE funds were used to achieve these goals.
16. Other financial contributions toward the Project goals
17. Findings, conclusions or recommendations for follow up or ongoing activities that might result from successful completion of Project.
18. Reflections and Final Comments
19. Copies of any news articles and other promotional material created during the Project, not submitted as part of the Progress Report. (specify)
20. Financial Information Regarding the Project and whether Project was able to stay within budget categories:
21. Financial Narrative of Project:
22. Visual Documentation of completed Project.

I certify that Project Number _____ in the amount of \$_____, is accurate and in accordance with the CCHE Grant Agreement. I further certify that these are actual expenditures allowed under the CCHE Grant Agreement and that all funds were expended for the purposes of the CCHE Project.

Authorized Grantee
Signature: _____

Date: _____